

**AGENDA**  
**VILLAGE OF WHEELING SPECIAL MEETING OF THE**  
**LIQUOR CONTROL COMMISSION**  
**MONDAY, APRIL 19, 2010 AT 6:30 PM**  
**BOARD ROOM, 2 COMMUNITY BOULEVARD**  
**WHEELING, ILLINOIS**  
**CHAIRPERSON JUDY ABRUSCATO PRESIDING**

***THIS MEETING WILL BE TELEVISED ON WHEELING'S CABLE CHANNELS 17 & 99***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** Special Meeting of February 2, 2010
- 5. ANNUAL RENEWAL OF LIQUOR LICENSES - 2010/2011**

Andy's Dam Inn	1000 S. Milwaukee Avenue
B&L Liquors & PS Pub	767 W. Dundee Road
Benihana	150 N. Milwaukee Avenue
Bob Chinn's Crab House	393 S. Milwaukee Avenue
Buca Di Beppo	604 N. Milwaukee Avenue
China Buffett	548 W. Dundee Road
Chipotle Mexican Grill	1572 W. Lake Cook
Claim Jumper	781 N. Milwaukee Avenue
Classic China	1960 S. Wolf Road
Club 94	1070 S. Milwaukee Avenue
Cooper's Hawk	583 N. Milwaukee Avenue
Edwardo's Natural Pizza	401 E. Dundee Road
Golden Chef	600 S. Milwaukee Avenue
Hackney's on Lake	241 S. Milwaukee Avenue
I Am Siam, Inc.	One Huntington Lane
Kilcoyne's Redwood Inn	342 N. Milwaukee Avenue
Las Islas Marias	784 W. Dundee Road
Liquor Island	1750 W. Hintz Road
Market Square	600 W. Dundee Road
Mark's House of Rock 'n Roll	322 N Milwaukee Avenue
Mom & Dad Pantry	11 W. Dundee Road
Old Munich Inn	582 N. Milwaukee Avenue
Pete Miller's Steakhouse	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	700 N. McHenry Road
Pinheads	125 N. Wolf Road
The Ram Restaurant & Brewery	700 N. Milwaukee Avenue
Rise N Dine Pancake House	102 S. Milwaukee Avenue
Sam's Club Store #8198	1055 McHenry Road

Sushi Gallery	73 S. Milwaukee Avenue
Taqueria Alamo	56 & 58 N. Wolf Road
TGI Friday's	1500 Lake Cook Road
Tuscany	550 S. Milwaukee Avenue
Wal-Mart Store #1735	1455 Lake Cook Road
The Westin North Shore Hotel	601 N. Milwaukee Avenue
The Westin North Shore Hotel Suite B	"
The Westin North Shore Hotel Suite C	"
Wheeling Liquors	890 S. Milwaukee Avenue
XO Restaurant	1057 Lake Cook Road
XO Sky Restaurant	1780 W. Hintz Road

**6. IN CONSIDERATION OF A REQUEST REGARDING AN EXISTING CLASS D LIQUOR LICENSE:**

Wal-Mart Store #1735  
1455 Lake Cook Rd.

**7. IN CONSIDERATION OF A CLASS L LIQUOR LICENSE:**

Nibbles Play Café, LLC, 13 Huntington Lane  
(Event: May 7, 2010)

**8. IN CONSIDERATION OF A CLASS D LIQUOR LICENSE:**

Aum Sairam Corp. d/b/a A-1 Liquors  
50 N. Wolf Rd.  
(New Ownership of Existing Business)

**9. IN CONSIDERATION OF A CLASS A LIQUOR LICENSE:**

Jazz Café, Inc.  
250-252 McHenry Rd.  
(Formerly Adams Café & Deli)

**10. ADJOURNMENT**

**IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.**

**AGENDA**  
**VILLAGE OF WHEELING REGULAR MEETING**  
**MONDAY, APRIL 19, 2010 IMMEDIATELY FOLLOWING**  
**THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION**  
**BOARD ROOM, 2 COMMUNITY BOULEVARD,**  
**WHEELING, ILLINOIS**  
**VILLAGE PRESIDENT JUDY ABRUSCATO PRESIDING**

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:**      Regular Meeting of March 15, 2010  
   Regular Meeting of April 5, 2010
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
  - Proclamation:**      Law Enforcement Training Week – April 18–24, 2010
  - Proclamation**      National Crime Victims’ Rights Week – April 18–24, 2010
  - Proclamation:**      Arbor Day – April 30, 2010
  - Proclamation:**      Building Safety Month – May 2010
  - Proclamation:**      Silver Star Banner Day – May 1, 2010
  - Proclamation:**      Senior Celebration Day – May 13, 2010
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other regular Agenda items.**
  - A. Resolution** Approving the Release of Certain Executive Session Minutes of the President and Board of Trustees of the Village of Wheeling, Illinois

- B. Resolution** Approving the Recycling of Certain Executive Session Audio Tapes Pursuant to the Illinois Open Meetings Act 5 ILCS 120/2.06(C).
- C. Resolution** Authorizing and Directing the Village President to Execute a Letter of Intent with the International Swaminarayan Satsang Organization of Chicago Regarding the Purchase and Sale of Village-Owned Property Adjacent to Existing Temple Property at 397 Northgate Parkway
- D. Ordinance** Amending Title 4, Chapter 4.32, of the Municipal Code of the Village of Wheeling
- E. Resolution** Authorizing the Village Manager to Execute Amendment to Agreement with Baxter & Woodman Relative to the Wolf Road Sanitary Sewer and Water Main Replacement Project

**12. OLD BUSINESS**

- A. Ordinance** Authorizing a Redevelopment Agreement between the Village of Wheeling and Insite Real Estate Investments L.C.C. Authorizing the Sale of Real Property Owned by the Village Located at 476 and 434 S. Milwaukee Avenue, and 100 E. Jeffrey Comprising a Part of the Crossroads TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois
- B. Ordinance** Granting Special Use and Site Plan Approval for Installation of a 150' Monopole Tower (160' with Lightning Rod) and Ground Equipment Shelter on a Portion of the Property known as 910 McHenry Road (Docket No. 2010-9)

**13. NEW BUSINESS All listed items for discussion and possible action**

- A. Ordinance** Reserving Volume Cap in Connection with Private Activity Bond Issues, and Related Matters
- B. Resolution** Authorizing the Purchase of Furniture for new Fire Station 24/Headquarters at a Cost not to Exceed \$62,430.10
- C. Resolution** Authorizing and Directing the Village President to Enter into a Professional Engineering Services Agreement with Applied Technologies, Inc. for the Design of Water Main Replacement in Conjunction with IDOT's Dundee Road Bridge Replacement over Wheeling Drainage Ditch (Buffalo Creek)
- D. Two (2) Ordinances** Related to a Retail Video Store at 995 S. Elmhurst Road
  - 1. Ordinance** Granting Variations from Title 19, Zoning, of the Wheeling Municipal Code to Facilitate the Construction of a Retail Video Store 995 S. Elmhurst Road (vacant property) (Docket No. 2010-8)
  - 2. Ordinance** Granting Site Plan-Building Appearance Approval for a Retail Video Store 995 S. Elmhurst Road (vacant property) (Docket No. PC 10-6)



- E. Two (2) Ordinances** Authorizing the Issuance of Airport Revenue Notes
1. **Ordinance** Authorizing the Issuance of \$3,200,000 Airport Revenue Note, Series 2010A, of the Village of Wheeling, Illinois and Approving a Note Agreement in Connection Therewith
  2. **Ordinance** Authorizing the Issuance of \$2,300,000 Airport Revenue Note, Series 2010B, of the Village of Wheeling, Illinois and Approving a Note Agreement in Connection Therewith
- F. DISCUSSION RE:** Request for TIF Assistance for the Prairie Park Development
14. **OFFICIAL COMMUNICATIONS**
15. **APPROVAL OF BILLS** March 25, 2010 – April 14, 2010
16. **EXECUTIVE SESSION**
17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
18. **ADJOURNMENT**

**IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.**

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #11.A.**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010


**TITLE OF ITEM SUBMITTED:** A Resolution Approving the Release of Certain Executive Session Minutes of the President and Board of Trustees of the Village of Wheeling, Illinois.

**SUBMITTED BY:** James V. Ferolo-Klein Thorpe and Jenkins

**BASIC DESCRIPTION OF ITEM:** Pursuant to the Illinois Open Meetings Act, the Resolution authorizes the release of minutes of certain executive sessions, and the retaining the confidentiality of those executive session minutes not specifically released.

**EXHIBIT(S) ATTACHED:** Resolution

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager 

**RESOLUTION NO. 10- \_\_\_\_\_**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE  
SESSION MINUTES OF THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF WHEELING, ILLINOIS**

**WHEREAS**, the President and Board of Trustees of the Village of Wheeling, Lake and Cook Counties, Illinois (the "Board") has, on occasion, met in Executive Session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the "Act"); and

**WHEREAS**, the minutes of the Executive Sessions have been duly recorded by the Village Clerk, or her designee, pursuant to the requirements of the Act; and

**WHEREAS**, the Village Clerk has reviewed the minutes of all these duly recorded Executive Sessions and has made recommendations regarding the release of certain executive session minutes; and

**WHEREAS**, the President and Board of Trustees have reviewed the recommendations of the Village Clerk and the minutes of closed sessions and has ascertained that the following sets of minutes as provided herein should be released for public inspection as noted below.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** That the content of the following set of Executive Session Minutes are approved for release for public inspection: 3/10/08; 4/21/08; 5/12/08; 10/22/07; 1/14/08; 2/19/08; 5/31/07; 6/25/07; 8/20/07; 9/2/08; 9/22/08; 10/6/08; 12/1/08; 2/17/09.

**SECTION 3:** That the need for confidentiality still exists as to all or part of those Executive Session Minutes not released by Section 2 and shall remain closed to public review until further review and order by the Board.

**SECTION 4:** The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_ that Resolution  
No. 10 - \_\_\_\_\_ be adopted.

President Abruscato \_\_\_\_\_

Trustee Heer \_\_\_\_\_

Trustee Argiris \_\_\_\_\_

Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Judy Abruscato  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #11.B.**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010


**TITLE OF ITEM SUBMITTED:** A Resolution Approving the Recycling of Certain Executive Session Audio Tapes Pursuant to the Illinois Open Meetings Act 5 ILCS 120/2.06(C).

**SUBMITTED BY:** James V. Ferolo-Klein Thorpe and Jenkins

**BASIC DESCRIPTION OF ITEM:** Pursuant to the Illinois Open Meetings Act, the Resolution authorizes the destruction of audio tapes of executive sessions 18 months after the completion of the meetings, provided that minutes have been approved. The Resolution authorizes the destruction of all tapes up to October 1, 2008 as minutes have been approved for all relevant dates.

**EXHIBIT(S) ATTACHED:** Resolution

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager 

**RESOLUTION NO. 10- \_\_\_\_\_**

**A RESOLUTION APPROVING THE RECYCLING OF CERTAIN EXECUTIVE  
SESSION AUDIO TAPES PURSUANT TO THE ILLINOIS OPEN MEETINGS  
ACT 5 ILCS 120/2.06(C).**

**WHEREAS**, the President and Board of Trustees of the Village of Wheeling, Lake and Cook Counties, Illinois (the "Board") has, on occasion, met in executive session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the "Act"); and

**WHEREAS**, as of January 1, 2004, the minutes of all executive sessions have been duly audio recorded by the Village Clerk, or her designee, pursuant to the requirements of the Act; and

**WHEREAS**, the Open Meetings Act provides that as long as written minutes for a particular executive session have been approved, the Village Board may approve the recycling of audio recordings of those executive sessions after retaining said tapes for at least 18 months; and

**WHEREAS**, the President and Board of Trustees have previously approved the destruction of the executive session audio tapes for executive sessions that took place from January 1, 2004 through August 1, 2006; and

**WHEREAS**, the President and Board of Trustees, pursuant to the Illinois Open Meetings Act, hereby approves the destruction, recycling and reuse all executive session audio tapes for those executive sessions occurring between August 1, 2006 through October 1, 2008. All audio tapes for meetings occurring after October 1, 2008 shall be retained and recycled in accordance with the Open Meetings Act requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees, pursuant to the Illinois Open Meetings Act, hereby approves the destruction, recycling and reuse all executive session audio tapes for those executive sessions occurring between August 1, 2006 through October 1, 2008. All audio tapes for meetings occurring after August 1, 2006 shall be retained and recycled in accordance with the Open Meetings Act's requirements.

Trustee \_\_\_\_\_ moved, seconded by Trustee  
\_\_\_\_\_ that Resolution No. 10 - \_\_\_\_\_ be adopted.

President Abruscato \_\_\_\_\_  
Trustee Argiris \_\_\_\_\_  
Trustee Brady \_\_\_\_\_

Trustee Heer \_\_\_\_\_  
Trustee Horcher \_\_\_\_\_  
Trustee Lang \_\_\_\_\_  
Trustee Vogel \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Judy Abruscato  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

# VILLAGE OF WHEELING

## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S): #11.C.**  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** April 19, 2010

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing and Directing the Village President to Execute a Letter of Intent with the International Swaminarayan Satsang Organization of Chicago Regarding the Purchase and Sale of Village-Owned Property Adjacent to Existing Temple Property at 397 Northgate Parkway

**SUBMITTED BY:** Jon Sfondilis, Village Manager

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Per the terms of the attached letter, the Swaminarayan Temple intends to purchase 2.35 acres of vacant Village-owned land adjacent to their existing facility for approximately \$60,322.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Resolution, Letter of Intent, Concept Plan

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER 

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



RESOLUTION NO. 10 - \_\_\_\_\_

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT TO EXECUTE A LETTER OF INTENT WITH THE INTERNATIONAL SWAMINARAYAN SATSANG ORGANIZATION OF CHICAGO REGARDING THE PURCHASE AND SALE OF VILLAGE-OWNED PROPERTY ADJACENT TO EXISTING TEMPLE PROPERTY AT 397 NORTHGATE PARKWAY**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois, is a home rule community, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the Village of Wheeling has received from the International Swaminarayan Satsang Organization of Chicago a Letter of Intent to purchase a vacant 2.35-acre parcel adjacent to their existing temple at 397 Northgate Parkway, of which the Village of Wheeling is the current owner of record; and

**WHEREAS**, the Village of Wheeling has reviewed the terms set forth in the Letter of Intent, and believes them to be reasonable given the appraised values of comparable properties; and

**WHEREAS**, the Village of Wheeling believes the sale of the subject parcel to the International Swaminarayan Satsang Organization of Chicago would be in the best interests of the Village of Wheeling and its residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President is hereby authorized and directed to execute a letter of intent with the International Swaminarayan Satsang Organization of Chicago for the purchase and sale of the subject parcel at a price of \$0.59 per square foot of property, for a total purchase price of approximately \$60,322.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. 10 - \_\_\_\_\_ be adopted.

President Abruscato \_\_\_\_\_

Trustee Heer \_\_\_\_\_

Trustee Argiris \_\_\_\_\_

Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Lang \_\_\_\_\_

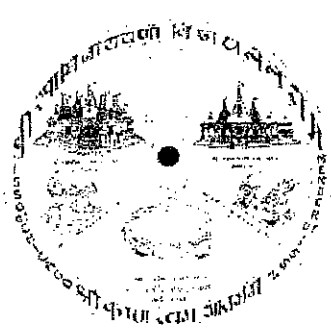
Trustee Vogel \_\_\_\_\_

**Adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Judy Abruscato  
Village President

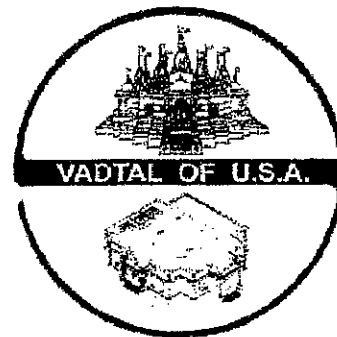
ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk



॥ श्री स्वामिनारायणो विजयतेतराम् ॥

International Swaminarayan Satsang Organization  
Of Chicago  
(I.S.S.O. of Chicago)  
Non-Profit Religious Organization  
397, Northgate Parkway, Wheeling, IL 60090  
F.E.I.N. - 36-3246047 Phone # (847) 808-9980  
(Member of I.S.S.M)



VADTAL DHAM ©

VADTAL OF U.S.A. ©

April 13, 2010

Mr. Mark Janeck  
Director of Community Development  
The Village of Wheeling, Illinois  
2 Community Boulevard  
Wheeling, IL 60090  
(847) 499-9060

**SUBJECT: Letter of Intent to Purchase approximately 102,258 square feet of property located in Cook County, Illinois. Seller is Owner of Record.**

Dear Mr. Janeck:

With this letter, I.S.S.O. of Chicago, Inc. is expressing the intent to purchase the referenced property, part of PIN 03-02-100-049, subject to the following conditions:

**1. THE PROPERTY.**

The property is currently vacant and is located within the Village of Wheeling, Illinois. I.S.S.O of Chicago proposes to acquire part of the parcel, a land area that totals approximately 2.35 net acres. Total acreage shall be determined by ALTA survey to be supplied by the Seller. Seller also shall provide I.S.S.O with a current title report. The parcel of land is located directly north of the existing temple property located at 397 Northgate Parkway. An exhibit of the proposed purchase parcel is included with this letter.

**2. PURCHASER AND SELLER**

The purchaser shall be I.S.S.O. of Chicago or designated assignee. Seller shall be Owner of Record.

**3. EARNEST MONEY**

Upon contract signing, the Purchaser will post \$ 5,000 in the form of a check as earnest money to be held in escrow or by Seller's attorney for the benefit of the parties involved. The earnest money shall become non-refundable after the after the approval of a Preliminary Plat of Subdivision and any zoning alterations as required by the City of Wheeling. Earnest money shall be applied against the purchase price at closing and all interest earned thereon shall be paid to the Purchaser.

**4. FEASIBILITY PERIOD**

Purchaser will perform feasibility studies during the ninety (90) day Feasibility Period that begins running immediately following receipt of a title commitment and ALTA survey from the Seller. During this time, Purchaser will conduct and review soil tests, engineering, planning, site planning, utilities, wetlands, environmental risk and other reviews determined

necessary by the Purchaser. If the Purchaser decides not to proceed with the terms of the contract before the feasibility period expires, a notice will be given to the Seller, the contract shall be terminated and all the earnest money will be returned to the Purchaser.

#### 5. ZONING, ANNEXATION, PLATTING, ENVIRONMENTAL, AND UTILITY PERIOD

Purchaser shall have six months following the feasibility period to secure all government approvals in form and substance satisfactory to Purchaser with regard to zoning, final platting, annexation, environmental assessment, utilities, and applicable State Endangered Species and Archeological statutes. Purchaser intends to seek zoning approval for an expansion to the existing Temple Facility on the subject site. If these approvals have not been obtained before expiration of the time periods set forth above, the Purchaser shall have the right to extend this period for one sixty (60) day period. If after the extension period Purchaser still has not received the aforesaid approvals, any refundable earnest money shall be returned to the Purchaser pursuant to the contract.

#### 6. CLOSING

Closing on the property shall occur thirty (30) days after the satisfaction of the zoning period as described in paragraph 5 above.

Purchase of the property is contingent on there being no condemnation procedures by any governmental agency taking place during the time period of the property contract for the subject project. If condemnation procedures take place during the period of the property contract, the Purchaser will receive monetary reimbursement for any and all feasibility, engineering, planning, surveying, zoning, or other costs associated with the development of the property under the terms of the contract. Purchase of the property is contingent on the City approving an office / church use as described.

#### 7. PURCHASER PRICE

The Purchaser shall pay \$0.59 per square foot of property or approximately \$60,322.22 for the subject property.

#### 8. BROKERAGE

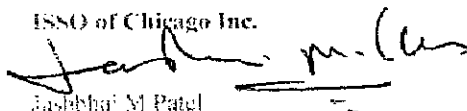
Purchaser and Seller (Owner of Record) represent to each other that there are no brokers involved in this transaction and no brokerage fees are required.

This letter is a preliminary expression of intent only. It must be followed by a mutually agreeable contract by May 31, 2010 or it will become null and void. Further, this letter shall not be deemed a formal offer to purchase, but is merely to be a summary of certain of the basic terms upon which the undersigned is prepared to negotiate a definitive agreement for the purchase of the property. It is understood that this letter is not intended, nor shall it be construed, to create any binding agreement or obligation between the parties unless and until such agreement is substantially incorporated in a written contract executed by the parties.

If the Seller is substantial agreement with these basic terms, please execute and return to the undersigned the enclosed copy of this letter so that we can promptly negotiate and attempt to finalize the remaining terms of the transaction. If you require any further information you can contact me at my cell phone (847)-769-0450.

Sincerely Yours,

ISSO of Chicago Inc.

  
Jashbhai M. Patel

ACCEPTED BY SELLER:

By:

Date:

April 13, 2010

Mr. Mark Janeck  
Director of Community Development  
The Village of Wheeling, Illinois  
2 Community Boulevard  
Wheeling, IL 60090  
(847) 499-9060

**SUBJECT: Letter of Intent to Purchase approximately 102,258 square feet of property located in Cook County, Illinois. Seller is Owner of Record.**

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1. THE PROPERTY.

The property is currently vacant and is located within the Village of Wheeling, Illinois. I.S.S.O. of Chicago proposes to acquire part of the parcel, a land area that totals approximately 2.35 net acres. Total acreage shall be determined by ALTA survey to be supplied by the Seller. Seller also shall provide I.S.S.O. with a current title report. The parcel of land is located directly north of the existing temple property located at 397 Northgate Parkway. An exhibit of the proposed purchase parcel is included with this letter.

2. PURCHASER AND SELLER

The purchaser shall be I.S.S.O. of Chicago or designated assignee. Seller shall be Owner of Record.

3. EARNEST MONEY

Upon contract signing, the Purchaser will post \$ 5,000 in the form of a check as earnest money to be held in escrow or by Seller's attorney for the benefit of the parties involved. The earnest money shall become non-refundable after the after the approval of a Preliminary Plat of Subdivision and any zoning alterations as required by the City of Wheeling. Earnest money shall be applied against the purchase price at closing and all interest earned thereon shall be paid to the Purchaser.

4. FEASIBILITY PERIOD

Purchaser will perform feasibility studies during the ninety (90) day Feasibility Period that begins running immediately following receipt of a title commitment and ALTA survey from the Seller. During this time, Purchaser will conduct and review soil tests, engineering, planning, site planning, utilities, wetlands, environmental risk and other reviews determined necessary by the Purchaser. If the Purchaser decides not to proceed with the terms of the contract before the feasibility period expires, a notice will be given to the Seller, the contract shall be terminated and all the earnest money will be returned to the Purchaser.

5. ZONING, ANNEXATION, PLATTING, ENVIRONMENTAL, AND UTILITY PERIOD

Purchaser shall have six months following the feasibility period to secure all government approvals in form and substance satisfactory to Purchaser with regard to zoning, final platting, annexation, environmental assessment, utilities, and applicable State Endangered Species and Archeological statutes. Purchaser intends to seek zoning approval for an expansion to the existing Temple Facility on the subject site. If these approvals have not been obtained before expiration of the time periods set forth above, the Purchaser shall have the right to extend this period for one sixty (60) day period.

If after the extension period Purchaser still has not received the aforesaid approvals, any refundable earnest money shall be returned to the Purchaser pursuant to the contract.

6. CLOSING

Closing on the property shall occur thirty (30) days after the satisfaction of the zoning period as described in paragraph 5 above.

Purchase of the property is contingent on there being no condemnation procedures by any governmental agency taking place during the time period of the property contract for the subject project. If condemnation procedures take place during the period of the property contract, the Purchaser will receive monetary reimbursement for any and all feasibility, engineering, planning, surveying, zoning, or other costs associated with the development of the property under the terms of the contract. Purchase of the property is contingent on the City approving an office / church use as described.

7. PURCHASER PRICE

The Purchaser shall pay \$0.59 per square foot of property or approximately \$60,322.22 for the subject property.

8. BROKERAGE

Purchaser and Seller (Owner of Record) represent to each other that there are no brokers involved in this transaction and no brokerage fees are required.

This letter is a preliminary expression of intent only. It must be followed by a mutually agreeable contract by May 31, 2010 or it will become null and void. Further, this letter shall not be deemed a formal offer to purchase, but is merely to be a summary of certain of the basic terms upon which the undersigned is prepared to negotiate a definitive agreement for the purchase of the property. It is understood that this letter is not intended, nor shall it be construed, to create any binding agreement or obligation between the parties unless and until such agreement is substantially incorporated in a written contract executed by the parties.

If the Seller is substantial agreement with these basic terms, please execute and return to the undersigned the enclosed copy of this letter so that we can promptly negotiate and attempt to finalize the remaining terms of the transaction. If you require any further information you can contact me at my cell phone (847)-769-0450.

Sincerely Yours,

**ISSO of Chicago Inc.**

Jashbhai M Patel

**ACCEPTED BY SELLER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_



# VILLAGE OF WHEELING

**AGENDA ITEM NO(S): #11.D.**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010

**TITLE OF ITEM SUBMITTED:** An Ordinance Amending Title 4, Chapter 4.32 of the Municipal Code of the Village of Wheeling

**SUBMITTED BY:** James V. Ferolo, Klein, Thorpe and Jenkins, Ltd.-Village Attorney

**BASIC DESCRIPTION  
OF ITEM:**

The Ordinance amends the Wheeling Liquor Code as follows:

I. Section 4.32.080(k).

We have prepared an amended Class L license which would allow a Class L license to be used by a business for up to three special events in a calendar year. The Village Manager would retain approval authority as to each event proposed; once the Class L license is issued by the Liquor Commission.

Section 4.32.225.

The amendments shown expand the basis for a revocation or suspension of a Village liquor license to include violations of any Village Code section applicable to the business and to include outstanding debt owed by a licensee to the Village. Additionally, staff is proposing to limit any appeals from a Wheeling Liquor Commission ruling to an "on the record" review by the State Liquor Commission and the Circuit Court. This will save the Village the expense of putting on a new evidentiary hearing on appeal. All appeals will be limited to a review of the evidentiary record established by the Wheeling Liquor Commission.

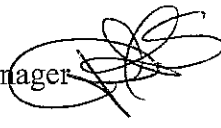
Section 4.32.230.

The penalties section have been amended to reflect a more appropriate range of penalties for violations of the Chapter.

**EXHIBIT(S) ATTACHED:** Ordinance

**RECOMMENDATION:** Approval

**SUBMITTED FOR APPROVAL:** Village Manager

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over the text "Village Manager".



## ORDINANCE \_\_\_\_\_

### AN ORDINANCE AMENDING TITLE 4, CHAPTER 4.32, OF THE MUNICIPAL CODE OF THE VILLAGE OF WHEELING

**WHEREAS**, the Village of Wheeling, Illinois, Cook and Lake Counties, Illinois (the "Village") is a home-rule municipality organized pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the current Village Liquor Code is codified in Title 4, Chapter 4.32, of the Wheeling Municipal Code; and

**WHEREAS**, it is in the best interest of the Village of Wheeling to amend Title 4, Chapter 4.32.

**NOW, THEREFORE**, Be It Ordained by the President and the Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, as follows:

**SECTION 1:** That Section 4.32.080(k) of Chapter 4.32 of the Village of Wheeling Municipal Code is hereby amended to read in its entirety as follows:

"(k) CLASS "L" LICENSE. Class L licenses shall authorize the sale or giving away of alcoholic beverages for consumption on the premises only, and only for a one-day period of time; for a period not to exceed three (3) days, subject to the following:

Conditions and qualifications: A Class L license shall be issued only to corporations, partnerships or limited liability companies located in the village of Wheeling and licensed to do business in the village of Wheeling, if applicable, for use at a special event where alcoholic beverages will be served, such as company picnics or other corporate functions. Every such license shall be issued in the name of the organization; all alcoholic beverages permitted under such a license shall only be sold or given away by individuals who have completed a Beverage and Alcohol Sellers and Servers Education and Training Program (BASSET), and copies of the completion certificates shall be made available upon request by the village; and

Limitations: A Class L license shall be issued only for a one-day period of time period not to exceed three (3) days, allowing for up to three, individual special events under one Class L license per calendar year, with each individual special event subject to the approval of the Village Manager and compliance with all other applicable requirements under the Village Code, including but not limited to all insurance requirements; the holder of a Class L license shall submit in writing to the Village Manager no later than fourteen (14) days prior to the scheduled special event a detailed summary of the special event, including the date, hours during which alcohol will be served or sold, location of the special event and approximate number of participants, as well as proof that the required insurance has been obtained and that all servers of alcoholic beverages for the event have completed the required training program; the approval of each individual event allowed under a Class L license shall be at the sole discretion of the Village Manager. ; a Class L license may be limited to the sale or giving away of only beer or wine."

**SECTION 2:** That Section 4.32.230 of Chapter 4.32 of the Village of Wheeling Municipal Code is hereby amended to read in its entirety as follows:

#### **4.32.230 Penalties.**

Any person, firm or corporation violating any of the provisions of this Chapter shall upon conviction be subject to fines of not less than thirty five dollars (\$35) nor more than twenty five hundred dollars (\$2500). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

**SECTION 3:** That Section 4.32.030(c)(1) of Chapter 4.32 of the Village of Wheeling Municipal Code is hereby amended as follows:

#### **4.32.030 General administration and procedure.**

(c) The liquor control commission shall have the following powers, function and duties with respect to liquor licenses:

- (1) To grant and/or suspend for not more than thirty days, or revoke for cause, pursuant to Section 4.32.225 of this Chapter, all local licenses issued to persons for the premises within this jurisdiction, and to impose a fine for any violation of this Chapter, in accordance with Section 4.32.230. In addition to a fine or other penalty assessed herein, the licensee shall be subject to the costs incurred by the village for hearing on any violation. These costs shall include, but not limited to, court reporter, witness expenses, expert or scientific analysis, and any other charges attendant to said hearing;

**SECTION 4:** That Title 4, Chapter 4.32, Section 4.32.225 is hereby amended to read, in its entirety, as follows:

#### **4.32.225 Revocation or suspension of license.**

(a) Any license issued by the local liquor control commission may be revoked or suspended if the local liquor control commission determines that the licensee has violated any of the following provisions:

- (1) The licensee has violated any of the provisions of this Chapter, any State law pertaining to the sale of alcoholic liquor, or any applicable rules or regulations established by the local liquor control commission;
  - (2) The licensee has violated any law of the State, any ordinances of the County or any ordinance of the Village of Wheeling, which violation occurred as part of the operation of the licensee's business or upon the licensed premises or adjacent premises; and
  - (3) The licensee is more than 45 days delinquent on the payment of any debt to the Village.
- (b) No such license shall be so revoked or suspended except after a public hearing in the manner hereinafter provided.
- (c) License revocation and suspension hearings provided for hereunder shall be conducted by the local liquor control commission. All such hearings shall be held after not less than a five-day written notice

to the licensee, served either personally or by registered or certified mail, affording the licensee an opportunity to appear and defend.

- (d) A court reporter shall be present at all hearings and shall record all proceedings. The cost of any copies of the record as transcribed by the court reporter which are desired by a party to the proceedings shall be paid for by that party.
- (e) If the liquor control commission has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, they may, upon the issuance of a written order stating the reason for such conclusions and without notice or hearing, order the licensed premises closed for not more than seven days, giving the licensee an opportunity to be heard during that period. If such licensee shall also be engaged in the conduct of another business or businesses on the licensed premises, such order shall not be applicable to other business or businesses.
- (f) Upon the conclusion of any hearing, the local liquor control commission shall issue written findings and an order with respect to the evidence presented at the hearing. A copy of said findings and order shall be sent by registered or certified mail or served personally upon the licensee within five days of the termination of the hearing. If the local liquor control commission determines that the licensee is guilty of any violation charged, the order shall state the penalty to be imposed upon the licensee.
- (g) Appeals shall be taken to the Illinois Liquor Control Commission and the Circuit Court in the manner provided by "An Act relating to alcoholic liquors" approved January 31, 1934, as amended, and shall be taken on the record, and not de novo.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_, that Ordinance No. \_\_\_\_\_ be passed.

**PASSED** this     day of     , 2010.

President Abruscato \_\_\_\_\_

Trustee D. Argiris \_\_\_\_\_

Trustee P. Horcher \_\_\_\_\_

Trustee K. Brady \_\_\_\_\_

Trustee R. Lang \_\_\_\_\_

Trustee R. Heer \_\_\_\_\_

Trustee D. Vogel \_\_\_\_\_

**APPROVED** this     day of     , 2010.

\_\_\_\_\_  
Judy Abruscato, Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NUMBER(S): #11.E.**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010


**TITLE OF ITEM SUBMITTED:** Resolution Authorizing the Village Manager to Execute Amendment to Agreement with Baxter & Woodman Relative to the Wolf Road Sanitary Sewer and Water Main Replacement Project

**SUBMITTED BY:** James V. Ferolo/James G. Wargo

**BASIC DESCRIPTION OF ITEM:** The attached Resolution authorizes the Village Manager to execute an appropriate amendment to the agreement with Baxter & Woodman Consulting Engineers to reduce the contract amount by approximately \$20,000, due to various changes in the scope of the Project due to certain unexpected underground conditions encountered on the Project.

**EXHIBIT(S) ATTACHED:** None

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager 

**RESOLUTION 10 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE VILLAGE  
MANAGER TO EXECUTE AMENDMENT TO AGREEMENT WITH  
BAXTER & WOODMAN RELATIVE TO THE WOLF ROAD SANITARY  
SEWER AND WATER MAIN REPLACEMENT PROJECT**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and is acting in accordance with its home rule powers in adopting this resolution; and

**WHEREAS**, on January 24, 2006, the Village of Wheeling ("Village") and Baxter & Woodman, Inc. ("B&W") entered into an engineering services agreement entitled "Wolf Road Sanitary Sewer Replacement Design and Construction Services" (hereinafter referred to as the "Sanitary Sewer Contract"), further identified as B&W's Job Number 050923, to replace the sanitary sewer along Wolf Road and to increase the sanitary sewer capacity and to eliminate back-pitched sewers located on Wolf Road in the Village of Wheeling, Illinois; and

**WHEREAS**, on June 4, 2007, the Village and B&W entered into an additional engineering services agreement entitled "Wolf Road Water Main Replacement Design Services" (hereinafter referred to as the "Water Main Replacement Contract"), further identified as B&W's Job No. 070677.40, to replace the water main along Wolf Road in the Village of Wheeling, Illinois; and

**WHEREAS**, upon commencing work on the Project in 2009, various unexpected underground conditions were encountered by the excavation contractor on the Project resulting in various changes to the design and scope of the Project; and

**WHEREAS**, as a result of the changes in the design and scope of the Project, various equitable adjustments to the existing contracts associated with the work and engineering services have been made or were otherwise proposed; and

**WHEREAS**, as a result of these changes in the design and the scope of the Project, B&W has agreed to equitably reduce the amount of its contract sum under the Sanitary Sewer Contract and the Water Main Replacement Contract by approximately \$20,000.

**NOW, THEREFORE BE IT RESOLVED** by the President and Board of Trustees for the Village of Wheeling, Cook and Lake Counties, Illinois, as follows:

SECTION 1: Each "Whereas" paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: That under the authority vested in the corporate authorities of the Village of Wheeling, through the statutes of the State of Illinois, the President and Board of Trustees of the

Village of Wheeling find that it is in the best interests of the Village to amend its agreement with B&W for a reduction in the contract amount.

SECTION 3: That the Village Manager is hereby authorized to execute the necessary amendments to the Sanitary Sewer Contract and the Water Main Replacement Contract to recognize this equitable adjustment, including any appropriate releases, with B&W, as approved by the Village Attorney.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. 10 - \_\_\_\_\_ be adopted.

President J. Abruscato \_\_\_\_\_ Trustee R. Heer \_\_\_\_\_

Trustee D. Argiris \_\_\_\_\_ Trustee P. Horcher \_\_\_\_\_

Trustee K. Brady \_\_\_\_\_ Trustee R. Lang \_\_\_\_\_

Trustee D. Vogel \_\_\_\_\_

**Adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as set forth above.

**Approved** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Judy Abruscato  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

# VILLAGE OF WHEELING

## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S): #12.A.**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010

**TITLE OF ITEM SUBMITTED:** Ordinance Authorizing a Redevelopment Agreement between the Village of Wheeling and Insite Real Estate Investments L.C.C. Authorizing the Sale of Real Property Owned by the Village Located at 476 and 434 S. Milwaukee Avenue, and 100 E. Jeffrey Comprising a Part of the Crossroads TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois

**SUBMITTED BY:** Peter Vadopalas, Director of Economic Development 

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Village staff published public notice regarding the consideration of this land sale by the Village Board at the April 5 meeting; however, the matter was continued to April 19 at the request of Insite in order to provide them with additional time to review a revision to the Agreement of Purchase and Sale.

Representatives of InSite will present their development plans at the April 19<sup>th</sup> meeting.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Ordinance and Redevelopment Agreement

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF WHEELING AND INSITE REAL ESTATE INVESTMENTS L.L.C.  
AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE VILLAGE  
LOCATED AT 476 AND 434 S. MILWAUKEE AVENUE, AND 100 E. JEFFREY  
COMPRISING A PART OF THE CROSSROADS TIF DISTRICT OF THE VILLAGE  
OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Wheeling Cook and Lake Counties, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village find as follows:

- A. The Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to Ordinance Numbers 2157, 2158 and 2159, adopted May 20, 1985, as amended by Ordinance Number 3294, adopted May 18, 1998, Ordinance Number 3935, adopted January 10, 2005, and Ordinance Number 4267, adopted November 12, 2007, the VILLAGE approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF PLAN"), designated the tax increment redevelopment project area (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA"), and adopted tax increment financing relative to the VILLAGE's central business district tax increment financing district (hereinafter referred to as the "CROSSROADS TIF DISTRICT"); said CROSSROADS TIF DISTRICT being legally described and depicted as set forth in EXHIBIT 1 and EXHIBIT 2 attached hereto and made part hereof.
- D. The VILLAGE is the fee owner of certain real property located within the REDEVELOPMENT PROJECT AREA, said property being located at 434 S. Milwaukee, 476 S. Milwaukee and 100 E. Jeffrey and legally described in EXHIBIT 3 attached hereto and made part hereof (hereinafter referred to as the "SUBJECT PROPERTY").
- E. InSite Real Estate Investments, LLC (hereinafter referred to as the "DEVELOPER") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, on which the DEVELOPER intends to construct an

approximately 6,000 square foot stand alone restaurant and an additional 8400 square foot retail center with multiple uses, including up to 3000 square feet of office or service uses on the Subject Property (hereinafter referred to as the "DEVELOPMENT").

- F. In accordance with the TIF ACT and the VILLAGE'S home rule powers it is in the best interests of the VILLAGE to approve the REDEVELOPMENT AGREEMENT, pursuant to the TIF ACT.
- G. That attached hereto as EXHIBIT 4 and made part hereof is a redevelopment agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the VILLAGE will sell and transfer title to the Subject Property, to the DEVELOPER, as well as the terms and conditions pursuant to which the DEVELOPER will proceed with the PROJECT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").
- G. That notice of the VILLAGE's intent to enter into the REDEVELOPMENT AGREEMENT, including the VILLAGE's intent to transfer title to the REMAINDER PARCEL pursuant thereto, as required by 65 ILCS 5/11-74.4-4(c), was published on March 20, 2010 in the Daily Herald.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT 4 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to transfer title to the Subject Property pursuant to the terms and conditions set forth in said REDEVELOPMENT AGREEMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT 4, as may be necessary or convenient to consummate said property transaction, and to carry out the terms of said REDEVELOPMENT AGREEMENT.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

President Abruscato \_\_\_\_\_

Trustee Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Heer \_\_\_\_\_

Trustee Horcher \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Judy Abruscato, Village President

ATTEST:

\_\_\_\_\_  
Elaine Simpson, Village Clerk

Approved as to form only:

\_\_\_\_\_  
Village Attorney

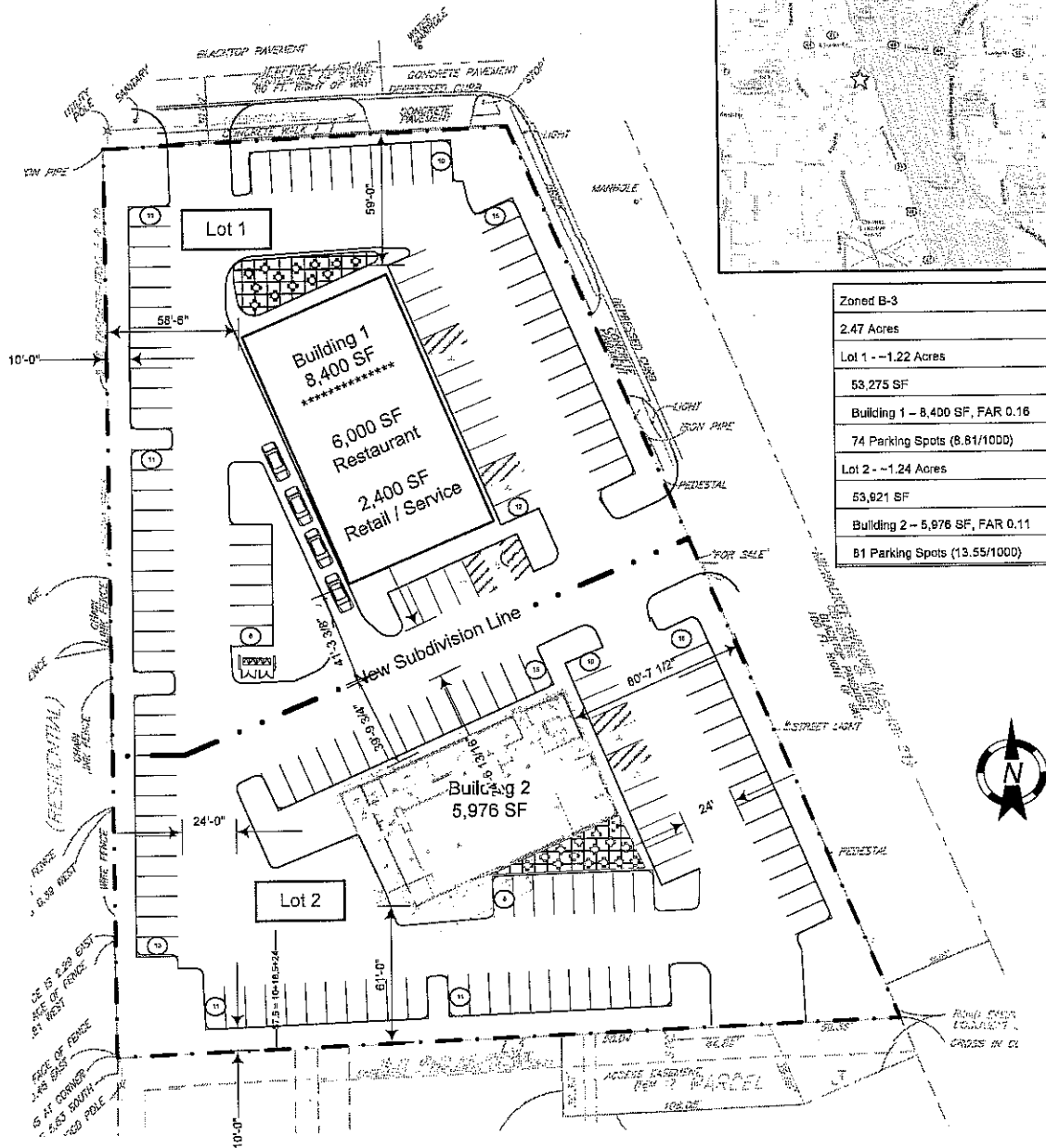
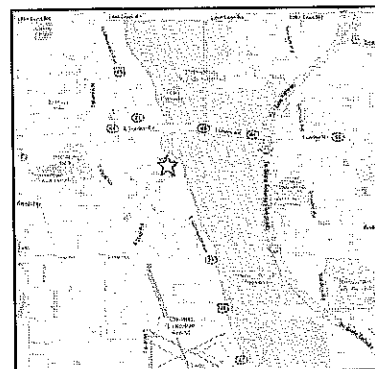
Published by me in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by  
order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, IL

\_\_\_\_\_  
Village Clerk

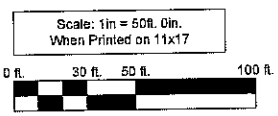
#249489



# 434-476 S. Milwaukee Avenue Wheeling, Illinois 60090



<b>Zoned B-3</b>
2.47 Acres
Lot 1 - ~1.22 Acres
53,275 SF
Building 1 - 8,400 SF, FAR 0.16
74 Parking Spots (8.81/1000)
Lot 2 - ~1.24 Acres
53,821 SF
Building 2 - 5,976 SF, FAR 0.11
61 Parking Spots (13.55/1000)



## Leasing Contacts:

Michelle Armstrong – 630.617.9162; marmstrong@insiterealestate.com  
 Scott Nicholson – 630.617.9101; snicholson@insiterealestate.com

## Development Contact:

Tom Cervenka – 630.617.9136; tom@insiterealestate.com

Zoning Information		
Item	Required	Proposed
Use	Per B-3	Restaurant / Retail
Maximum Lot Area	10 Acres	2.47 Acres
Max Building Coverage	85%	13%
Minimum Front Street Building Setback	25'	80'
Minimum Side Street Building Setback	25'	59'
Minimum Side Building Setback	15'	40'
Minimum Residential Setback	25'	58'
Minimum Parking Setback	10'	10'
Max Building Height	50'	<50'
Minimum Green Space	25%	29.5%
Retail Parking Required	2400 x 4/1000 = 10 Spots	10
Restaurant Parking Required	4800 x 10/1000 = 48 Spots + 10 Emp	58
Restaurant Parking Required	Lot 1	74
Restaurant Parking Required	Lot 2	61

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** #12.B  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:**

Monday, April 19, 2010

**TITLE OF ITEM SUBMITTED:**

An Ordinance Granting Special Use and Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05 Mixed Use and Overlay Districts and Chapter 19-10 Use Regulations, to permit installation of a 150' monopole tower (160' with lightning rod) with a 10' x 20' ground equipment shelter on the property located at 910 McHenry Road (Docket No. 2010-9)

**SUBMITTED BY:**

Mark Janeck   
Director of Community Development

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:**

The petitioner is requesting a special use permit in order to install a transmission tower and a ground equipment shelter near Horcher's Country Flowers at 910 McHenry Road.

**BUDGET<sup>2</sup>:  
BIDDING<sup>3</sup>:**

N/A  
N/A

**EXHIBIT(S) ATTACHED:**

Staff Report  
Memorandum from Fire Department dated 11.10.2009  
Findings of Fact and Recommendation  
Ordinance  
Photos of Existing Conditions  
Bound materials submitted by SAC Wireless on 3.10.2010  
Introduction letter  
Application for Development Review  
Narrative Overview  
Coverage maps, with and without proposed tower  
Site aerial photo  
Petitioner's email to Board of Trustees with summary of project to date (8 pages)  
Set of plans submitted by Site Acquisition Consultants (24 pages total)

**RECOMMENDATION:**

To approve

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER** 

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Granting Special Use and Associated Site Plan Approval  
For Installation of a 150' Monopole Tower (160' with lightning rod)  
and Ground Equipment Shelter on a  
Portion of the property known as 910 McHenry Road**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing on April 8, 2010, duly noticed, to consider a request for special use and site plan approval under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05 Mixed-Use and Overlay Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, to permit installation of a 150' monopole tower (160' with lightning rod) and ground equipment shelter located on a portion of the property known as 910 McHenry Road, Wheeling, Illinois, hereinafter legally described and zoned MXC Commercial-Residential Mixed Use District; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted, subject to conditions, with a vote of 1 ayes, 4 nays, 0 absent, 1 abstaining, and 1 vacancy; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use is necessary for the public convenience at the proposed location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, and will not impair the value thereof;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances and the development will not cause traffic congestion; and
- That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

### **Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, to permit the installation of a 150' monopole tower (160' with lightning rod) and ground equipment shelter on a portion of the property legally described below:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231 AND LYING WEST OF THE EAST 1156.265 FEET OF SAID QUARTER SECTION (EXCEPTING THEREFROM THE SOUTH 130.0 FEET OF THE EAST 90.0 FEET THEREOF) TOGETHER WITH THE EAST 260.0 FEET, AS MEASURED AT RIGHT ANGLES, OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 260.0 FEET WITH THE CENTER LINE OF CENTER LINE OF ILLINOIS ROUTE NUMBER 83, AS AFORESAID; THENCE SOUTHEASTERLY, ALONG THE CENTER LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 27,717.40 FEET, A DISTANCE OF 84.93 FEET, AND MEASURE; THENCE SOUTHWESTERLY, ALONG A RADIAL LINE OF SAID CURVE, A DISTANCE OF 187.27 FEET TO AN INTERSECTION OF SAID RADIAL LINE WITH THE WEST LINE OF THE EAST 260.0 FEET, AFORESAID; THENCE NORTH, ALONG SAID WEST LINE, 205.49 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING NORTHEAST OF A LINE 55 FEET SOUTHWEST OF AND PARALLEL WITH SAID CENTER LINE OF STATE ROUTE 83, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 910 McHenry Road, Wheeling, Illinois, zoned MXC Commercial-Residential Mixed Use District. A 30' x 30' fenced leased area is proposed along the east property line, approximately 265' from McHenry Road.)

### **Section C**

Site Plan Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, and the monopole tower and ground equipment shelter shall be installed substantially as shown on the following exhibits, herein attached and made part of, for AT&T, prepared by SAC Wireless (Site Acquisition Consultants) received March 10, 2010, and located on a portion of the property legally described in Section B of this Ordinance.

- Narrative Overview (3 pages)
- Title Sheet
- General Notes, Abbreviations, & Symbols

- Site Survey
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan
- West Elevation & North Elevation
- Typical Shelter Elevations
- Landscape plan

**Section D**

Special Use and Site Plan Approval granted in Sections B and C of this ordinance are subject to the following conditions:

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
  - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
  - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
  - c. That should a future carrier require a backup generator, details shall be submitted to the Fire Department for review.
2. That the petitioner contribute a total of \$10,000 in lieu of landscaping to the Village of Wheeling; and
3. That the tower be modified to a unipole design with a stealth or concealed antenna array.

**Section E**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,

that Ordinance No. \_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

President Abruscato \_\_\_\_\_ Trustee Heer \_\_\_\_\_

Trustee Argiris \_\_\_\_\_ Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

ORD. NO. \_\_\_\_\_ APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Judy Abruscato  
Village President



Ordinance No. \_\_\_\_\_, PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by order of  
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

## REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis  
Village Manager

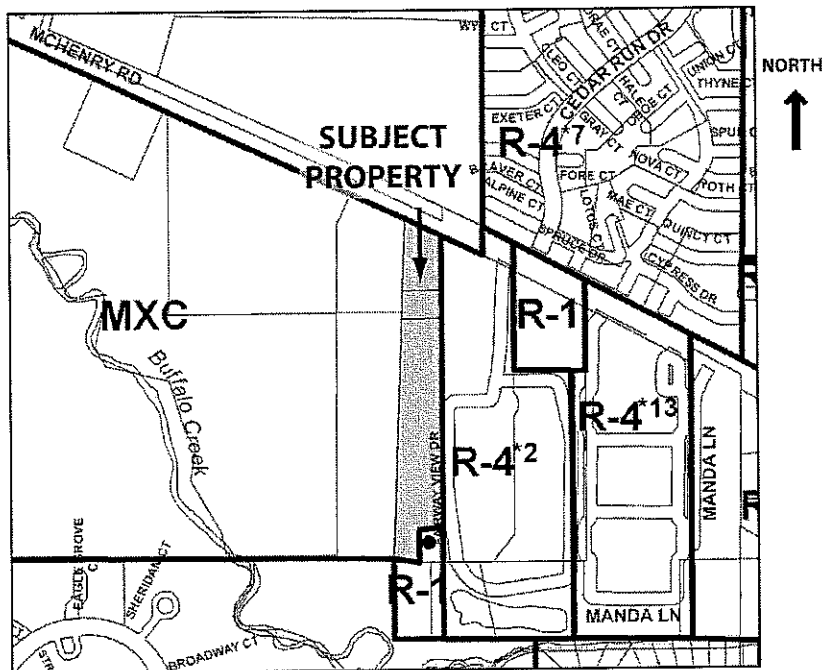
**FROM:** Mark Janeck  
Director of Community Development

**DATE:** April 15, 2010

**SUBJECT:** Docket No. 2010-9  
SAC Wireless/ Agent for AT&T  
910 McHenry Road site  
Special Use-Site Plan Approval for Installation of a Monopole Tower  
with Ground Equipment Shelter

**PROJECT OVERVIEW:** The petitioner is requesting a special use permit in order to install a transmission tower and a ground equipment shelter near Horcher's Country Flowers. A similar application was reviewed under Docket No. 2009-23 in December of 2009. On January 19, 2010, the Ordinance granting the special use legislation for the proposed cell tower failed to pass. On April 5, 2010, the Village Board made the determination that this new application does meet the criteria in the zoning code to allow a new public hearing.

### **LOCATION MAP:**



**PLAN COMMISSION RECOMMENDATION**

At the Plan Commission hearing on Thursday, April 8, 2010; Commissioner Steilen moved, seconded by Commissioner Didier to recommend approval of Docket No. 2010-9, special use and associated site plan approval to permit the installation of a new transmission tower, in accordance with the plans prepared by Site Acquisition Consultants, received March 10, 2010, at 910 McHenry Road, Wheeling, Illinois:

- Narrative Overview (3 pages)
- Title Sheet
- General Notes, Abbreviations, & Symbols
- Site Survey
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan
- West Elevation & North Elevation
- Typical Shelter Elevations
- Landscape plan

And with the following conditions:

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
  - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
  - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
  - c. That should a future carrier require a backup generator, details shall be submitted to the Fire Department for review.
2. That the petitioner contribute a total of \$10,000 in lieu of landscaping to the Village of Wheeling; and
3. That the tower be modified to a unipole design with a stealth or concealed antenna array (drawing to be provided prior to Village Board review).

On the roll call, the vote was as follows:

AYES:	Commissioner Maloney
NAYS:	Commissioners Didier, Dorband, Johnson, Steilen
ABSENT:	None
PRESENT:	None
ABSTAIN:	Commissioner Ruffatto

There being one affirmative vote, the motion failed.

Commissioner Ruffatto moved, seconded by Commissioner Didier to close Docket No. 2010-9. The

motion was approved by a voice vote.

### **GENERAL PROPERTY INFORMATION**

**Applicant Name:** Tony Phillips, SAC Wireless LLC  
Agents for AT & T Wireless

**Property Owner Name:** Horcher Family Trust # 1 /  
Horcher Family Partnership #2

**Common Property Address:** 910 McHenry Road (new address)

**Common Location:** South side of McHenry Rd, west of Fairway View Dr.

**Neighboring Property Land Use(s):** North: Residential (Cedar Run) &  
Commercial (Sam's Club)  
West: Agricultural  
South: Agricultural / Residential (Arlington Club)  
East: Residential (Fairway Greens)

**Comprehensive Plan Designation:** Commercial / Residential Mixed-Use

**Property size:** Entire site – approximately 10.62 acres  
Ground equipment lease area – 900 sq ft

**Existing Use of Property:** Subject area used for agricultural vehicle storage

**Proposed Use of Property:** Cell tower and associated ground equipment

**Existing Property Zoning:** MXC, Mixed-use Commercial/Residential

**Previous Zoning Action on Property:**  
Docket No. 2009-23 Special use and site plan approval for the installation of a monopole tower with ground equipment shelter. Ordinance No. 4493, failed 1.19.2010.

### **DESCRIPTION OF PROPOSAL**

SAC Wireless is proposing the construction of a 160' transmission tower with the potential to support a total of four antenna arrays. As SAC Wireless is acting as the agent for AT & T Wireless, the uppermost array would be for AT & T wireless. The petition also includes a ground equipment shelter and a chain link fence. The lease area would be located roughly 275' to the south of McHenry Road and roughly 50' from the east property line (150' west of the nearest building at Fairway Greens).

The following is a description of how the current application differs from the application under Docket No. 2009-23:

1. The cell tower would be shifted 3' south and 15' west.
2. Three maple trees (10' in height) would be planted to the south and west of the tower.
3. The Village would receive \$5,000 in lieu of additional landscaping (increased to \$10,000 during the Board meeting on April 5, 2010).

### SITE PLAN AND APPEARANCE REVIEW

**Scale of Site Plan:** Not to scale.

**Proposed General Site Layout:** The proposed transmission tower would be contained in a 30' x 30' fenced area located roughly 275' to the south of McHenry Road and roughly 50' from the east property line (150' west of the nearest building at Fairway Greens). The lease area would include the transmission tower itself and a 10' x 20' (200 sq ft) equipment shelter. As the plans indicate, the lease area fence would be a chain link fence. There is an existing line of trees directly to the east of the shelter, and the residential development to the east has an existing wood fence that would screen the ground equipment.

### Elevation Plan Review:

*Transmission Tower.* The tower would be visible from McHenry Road. The tower is a typical transmission tower, but is designed for four total antenna arrays.

*Equipment Shelter.* The equipment shelter will be 10'-4" in height and will have a total footprint of 10' x 20' (200 sq ft).

### STANDARDS FOR SPECIAL USE

Following are standards for special use with the petitioner's responses in italics. **(Village Planner comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location. *(Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.)*

*"The proposed use would provide the opportunity for multiple wireless telecommunication carriers to co-locate. Co-location is a preferred means of installation to limit the number of structures that would be present in the landscape. By allowing additional wireless coverage, the residents and workforce will experience faster, more reliable service. This future Comprehensive Plan indicates an increase in residential and recreation space. Enhanced coverage will be a necessity."*

**The coverage maps (attached) indicate that the proposed tower would increase AT&T service to customers in the immediate area. The transmission tower will also give other wireless carriers the option to collocate on the tower.**

2. State how the Special Use will not alter the essential character of the area in which it is to be located. *(Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.)*

*"The proposed use will not alter the character of the area. This is a large parcel in an area bordered by commercial and multi-family. The location on the site is screened by existing trees and buildings."*

**A village water tower is currently located near the proposed site of the subject transmission tower. The water tower stands at 120 feet. It does not appear that the transmission tower will alter the essential character of the area.**

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets

## Request for Board Action

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RE: Plan Commission Docket No. 2010-9

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giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties. (Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?)

*"The proposed use will only occupy a 30' x 30' area. It will not impede the orderly development of the surrounding properties."*

**The proposed transmission tower will occupy a portion of a larger site, and will be located off of an access road that is connected to McHenry Road. The petitioner's submittal indicates that the tower will be unmanned and requires a monthly service visit. Additional parking is not required for this special use. Given that the comprehensive plan calls for commercial-residential mixed use development, the proposed transmission tower should not have a negative impact on current or future development.**

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (Explain how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

*"The proposed use will be screened by a high-rise condominium and tree line to the east, a barn and commercial property to the north, over 1300' to the nearest residential to the south, and over 2000' to nearest residential to the west. This section of the Horcher Farm is listed as Recreation Area on the future Comprehensive Plan."*

**Please see responses #2 and #3.**

5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

*"The proposed use will be an unmanned Telecommunication Facility only requiring service approximately once a month by a single technician in a pick-up/van-sized vehicle. Absolutely no traffic issues will be connected to this use".*

**There is no parking associated with this special use.**

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

*"The proposed use would be located on a parcel zoned MXC. MXC Zoning is a mix of residential and retail uses. A Wireless Telecommunication Facility would be allowed as a Special Use. Based on current zoning, size, and location, it's an ideal spot to help AT&T fill a gap in coverage. All Local, State and Federal Guidelines will be followed during construction and operation."*

**Without the special use, AT&T will continue to provide its current level of coverage to the area. The special use will allow improved coverage to AT&T customers in the Wheeling area.**

**STAFF REVIEW**

**Fire Department Review:** Please see attached for the Fire Department memo dated November 10, 2009. The staff recommendation included conditions to address several comments from the memo.

**Impact on adjacent uses:** Staff does not believe that the proposed transmission tower and ground equipment shelter will have a negative impact on adjacent uses.

**Village Planner's Recommendation to the Plan Commission:** The proposed special use appears to meet the requirements and standards of the zoning district in which it is located. The Federal Aviation Administration has reviewed the proposed transmission tower and has made a "No Hazard" determination. The Chicago Executive Airport has also confirmed that there are no issues with the proposal. Staff recommended approval of the proposed transmission tower and ground equipment shelter near Horcher's County Flowers.

**CONDITIONS FROM PLAN COMMISSION RECOMMENDATION**

The Plan Commission motion failed. However, the motion included the following conditions, which are included in the attached ordinance.

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
  - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
  - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
  - c. That should a future carrier require a backup generator, details shall be submitted to the Fire Department for review.
2. That the petitioner contribute a total of \$10,000 in lieu of landscaping to the Village of Wheeling; and
3. That the tower be modified to a unipole design with a stealth or concealed antenna array (drawing to be provided prior to Village Board review).

**DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION**

I do not concur with the recommendation of the Plan Commission to deny the proposed cell tower and I also disagree with some of the statements made by the petitioner during the hearing (see attached Findings of Fact and Recommendation). The petitioner has stated that the proposed tower must be constructed in this location near the east property line as proposed in order to provide service to the residential area and in order to allow the future development of the site in accordance with the comprehensive plan. Having reviewed the development patterns in the area, I believe it is possible to locate the transmission tower elsewhere on the site while still allowing reasonable redevelopment of the property in accordance with the comprehensive plan. I recommend that the Board request that the petitioner discuss alternate locations on the property that the company has considered to make sure that this location is the best for existing residents and future development.

**Request for Board Action**

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**RE: Plan Commission Docket No. 2010-9**

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Should the Board prefer to consider the request as presented, an Ordinance is attached which would approve the tower roughly fifteen feet (15') west of the original location. The ordinance includes the conditions from the failed motion made by the Plan Commission. The Board may also wish to discuss the third condition, requiring the antenna array to be concealed within the pole.

A handwritten signature in black ink, appearing to read 'Mark Janeck', written over a horizontal line.

Mark Janeck  
Director of Community Development

Attachments:

- Memorandum from Fire Department dated 11.10.2009
- Findings of Fact and Recommendation
- Ordinance
- Photos of Existing Conditions
- Bound materials submitted by SAC Wireless on 3.10.2010
- Introduction letter
- Application for Development Review
- Narrative Overview
- Coverage maps, with and without proposed tower
- Site aerial photo
- Petitioner's email to Board of Trustees with summary of project to date (8 pages)
- Set of plans submitted by Site Acquisition Consultants (24 pages total)





# Memo – Fire Prevention Bureau

TO: Andrew Jennings, Village Planner

FROM: Ronald S. Antor, Fire Inspector *RA*

DATE: November 10, 2009

SUBJECT: **Site Plan for Cell Tower and Equipment Shelter for AT & T Wireless, to be located at 910 McHenry Road.**

The Wheeling Fire Department has reviewed the documents received October 19, 2009 related to the above referenced project and has the following comments:

1. The equipment shelter structure is required to have a fire suppression system installed per Section 14.05.010 of the Village of Wheeling Municipal Code
2. The site plan shows an existing propane storage tank adjacent to the access drive between McHenry Road and the tower/equipment shelter location. Protective bollards shall be provided to protect the tank from vehicle impact. (Reference Section 3807.4 and 312 of the Village of Wheeling /International Fire Protection Code)
3. The documents provided do not show an emergency generator for stand-by power requirements. If an emergency stand-by generator is to be provided additional documentation on generator type, proposed location, fuel type, etc. need to be provided for review.

**FINDINGS OF FACT  
AND RECOMMENDATION**

**DRAFT**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeals

Re: **Docket No. 2010-9  
SAC Wireless/ Agent for AT&T  
910 McHenry Road site  
Special Use for installation of a monopole tower with ground equipment  
shelter**

Chairman Maloney called Docket No. 2010-9 to order on Thursday, April 8 at 7:48 p.m. Present were Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto and Steilen. Also present was Andrew Jennings, Village Planner.

Mr. Tony Phillips, SAC Wireless, was present and sworn in.

Mr. Jennings explained the item had been heard previously. A very similar petition had been presented in front of the Plan Commission in December. The subsequent motion in front of the Village Board failed. The petitioner modified the application and sought the permission of the Village Board to come in for a new hearing. The permission was granted on Monday night and the petitioner was present with the modified application.

Mr. Phillips explained the petition had been heard previously and had been recommended for approval by the Plan Commission with some conditions. They had agreed to look into utilizing the existing water tank at the rear of the property. After discussions with Public Works, it was determined that the tank was being removed and they did not want to entertain any antennas on it.

Mr. Phillips reported the customers of AT&T were experiencing dropped calls, busy signals or slow speeds to connect with wireless Internet. He mentioned they had looked at co-locating on other sites but could not get the elevations they needed for this search ring. They found the proposed location to be a site that was fairly well screened from the road with existing tall trees. They have added some more trees on the south and west elevations for screening of any future development on the site. The petitioner is also offering a contribution of \$10,000 to the Village in lieu of additional landscaping and sidewalks.

Mr. Phillips reiterated the need for the coverage in the area. He explained it was no longer considered a luxury but a necessity since many people were getting rid of their land line phones.

From the audience, Mr. Ed Littel, 1377 Glengary Way, The Arlington Club, Wheeling, IL was sworn in. Mr. Littel referred to the Village Board's denial of the petition but offered the opportunity for a resubmittal with revisions. He did not believe a few trees for a 160' tower would block anything. He mentioned it was a residential area. He hopes the Village Board would not "sell" the residents of Wheeling for a \$10,000 gift. Mr. Littel mentioned he was on the Board of Directors at the Arlington Club and was speaking on behalf of other residents.

From the audience, Mr. Andrea Selsadi, 1400 Ashton Court, the Arlington Club was sworn in. He stated he was a medical anthropologist and has spent some time looking at the electromagnetic fields and the affects they have on living tissue. He bought a meter to measure the fields in his home and mentioned a microwave oven shot off a dangerous magnetic field going at least 20'. He

referred to an article regarding some brain tumors that were related to cell phone usage. He mentioned that in some parts of the world, it was illegal to put up one of these towers near a residence.

Mr. Selsadi expressed concern regarding the health of the residents and property values.

From the audience, Ms. Oleinik of Fairview Condominiums was sworn in. She stated her home was in the same location as the proposed tower. She expressed the same concerns as the previous speaker. She mentioned there were 500 people that lived in Fairview Condominiums with 30% children. She expressed concerns regarding health and property values.

From the audience, Ms. Polyashuk of Fairview Condominiums was sworn in. She questioned why the proposed tower had to be located so close to the condominiums and not in an industrial area. She felt it was very dangerous and would have a negative effect on their health and property values.

From the audience, Ms. Lyubor Vopeyrina of Fairview Condominiums was sworn in. She stated the proposed tower would be seen from her windows. She felt they should close down the condominiums if they wanted to put the tower there since it would not be possible to live with it.

Mr. Phillips stated there was no safety concern with the tower. He referred to the Telecommunications Act of 1996 that states that a local government cannot deny a cell tower because of safety reasons since the FCC has determined they were safe. He explained the reason for the proposed location was the lack of coverage. Customers need coverage in the area.

Mr. Phillips questioned why there weren't more people in the audience if there were 500 people against the tower.

Mr. Phillips referred to the concern of property values. He reported that some people were moving to places where they have cell phone coverage since many people work from home and use the Internet from home.

Mr. Phillips explained cell phones work better when there are more antennas, and added that recent studies suggest that the handheld device may be more dangerous to the user if the signal in the area is weak. He suggested that customers should always use a hands-free device.

From the audience, Ms. Oleinik questioned why they weren't installing the tower in the middle of the property. Mr. Phillips explained it was a coverage issue and if they put the tower in the middle of the property, it would destroy it from future development. Mr. Phillips mentioned the Comprehensive Plan showed the property as a farm museum, recreation and residential development.

Mr. Selsadi stated he was an AT&T customer and had no problem with coverage.

Mr. Selsadi questioned the amount of the lease. Chairman Maloney explained the Plan Commission was not aware of the amount and was not part of their consideration.

Mr. Littel mentioned the proposed tower was a 160', ten-story tower and the water tower would not block it. He questioned the type of future development that would be built. He did not believe it would be residential. He asked the Plan Commission to consider the residents.

The public portion of the meeting was closed.

Commissioner Ruffatto announced that he would abstain from the discussion and vote on the docket since he is an employee of AT&T.

Commissioner Johnson expressed concern that the proposed towers were ugly and there were so many of them. He watched the Board Meeting and heard the discussion.

Commissioner Johnson stated he would not want a cell tower 150' from his house. He was surprised a different design hadn't been thought of. Mr. Phillips explained there were other designs (stealth design). He explained a stealth design allowed only one or two carriers on it, and could result in additional towers being built due to the limitations on future co-locations.

Commissioner Steilen mentioned he had been on the Plan Commission for many years and has heard many requests for cell towers with co-location opportunities but co-location never happened.

Commissioner Steilen referred to the antenna on top of B & L Liquors. He did not believe it could be seen. He suggested having more cell towers using less discrete antennas. Mr. Phillips explained it was possible but was more expensive and would not provide as much coverage. He also mentioned the exposure level would be greater since it was lower to the ground and the coverage would be much less. Mr. Phillips explained the proposed location is what their engineers have determined would be needed for coverage.

Commissioner Steilen suggested locating the antenna on the Village's water tower. He mentioned he had asked the Director of Public Works if he would object and he indicated he had no objections for adding antennas on that particular water tower. Mr. Phillips indicated that was not what they had been told by the Village. Commissioner Steilen mentioned the Village Board almost did not approve a non-for-profit business because it would result in an \$11,000 decrease in the amount of revenue for the Village. He referred to the recent cell tower on the Wheeling High School property which could receive up to \$2 million over the lease. Commissioner Steilen would like to receive a similar deal for the Village using the water tower. Chairman Maloney noted it was not a concern for the Plan Commission. Mr. Phillips stated they had tried several times to go on the water tank but were turned down since the tank would be removed in the future. Commissioner Steilen explained that times had changed. Chairman Maloney mentioned that Mr. Stavros was at the Village Board meeting and had not mentioned they could use the water tower. Commissioner Steilen noted that Mr. Stavros also did not mention they couldn't use the water tower. Commissioner Steilen noted the economy had changed drastically.

Commissioner Steilen questioned if the petitioner would be in agreement to use the water tower if the Village was in agreement. Mr. Phillips stated they would do it if the deal was correct.

Commissioner Didier mentioned the proposed \$10,000 of landscaping but the report listed \$5,000. Mr. Phillips explained they increased it to \$10,000 after working with the Village Board.

In reply to Commissioner Didier's question, Mr. Phillips confirmed they would not need a generator.

Commissioner Didier stated she would not want to look out at the tower from her window. She did not agree it should be in front of a residential property. Mr. Phillips explained it was blocked by trees. Commissioner Didier explained the trees were bare for 9 months. She also mentioned she did not have a problem with cell phone coverage but she is not an AT&T customer. She felt it was a lousy location for a cell tower.

Commissioner Didier stated she was not present at the last meeting but would have voted against it.

Commissioner Dorband doesn't dispute the need for the tower.

Commissioner Dorband questioned if the 160' included the lightning rod. Mr. Phillips confirmed it included the lightning rod.

Commissioner Dorband noted the height of the residential buildings was much less than the proposed tower. She did not believe anyone would want that type of tower in their backyard. She mentioned she lives down the street and would see the tower. Commissioner Dorband suggested using the corner near St. Mary's, Weiland and Route 83. Mr. Phillips explained they needed coverage in the proposed location. She didn't think it was fair that the residents were not receiving a dime.

Commissioner Dorband told the petitioner just because all of the residents were not present did not mean the Plan Commission didn't have to stand up for the residents. She referred to the \$10,000 contribution in lieu of additional landscaping, and felt that a commissioner could not be bought for any price.

Mr. Phillips explained they had sent out 796 notices the first time and 300 notices the second time. He felt it was noteworthy that over 1,000 letters were sent out but only five people showed up.

Chairman Maloney did not believe there was a safety issue. He is an AT&T customer and agrees the coverage is needed.

Chairman Maloney was in favor of the tower and believes it was needed.

Mr. Phillips confirmed the propane tank had been removed or relocated from the area.

Commissioner Steilen referred to the antenna on the high school property that was completely enclosed. The pole looks like a flag pole without the flag. Mr. Jennings confirmed the antenna was interior to the pole. Commissioner Steilen questioned if the petitioner would be in agreement to install an internal antenna instead of the proposed antenna. Chairman Maloney explained the pole at the high school was 5 ½ - 6' in diameter at the bottom and 2 ½' at the top. He thought it would like a smokestack and the currently proposed one might look less obtrusive. Chairman Steilen suggested taking a poll.

Commissioner Steilen: in favor of internal  
Commissioner Didier: not in favor of internal  
Commissioner Dorband: not in favor of internal  
Commissioner Johnson: in favor of internal  
Chairman Maloney: in favor of internal

The vote was 3-2 was in favor of looking at an internal antenna. Mr. Phillips agreed to look into it. Chairman Steilen requested it be added as a condition. Chairman Maloney suggested painting it to blend with the sky.

Commissioner Johnson asked if the petitioner would need to return with another plan.

Mr. Phillips mentioned there was a stealth design next to Deerfield's Village Hall.

Commissioner Dorband was unclear on how it would look. She questioned if the petitioner would

need to return with the new design.

Chairman Maloney announced there was a request to continue the docket until a drawing could be received with dimensions.

Commissioners Steilen, Didier and Dorband suggested voting instead of continuing it since their votes would not change.

Commissioner Steilen moved, seconded by Commissioner Didier to recommend approval of Docket No. 2010-9, special use and associated site plan approval to permit the installation of a new transmission tower, in accordance with the plans prepared by Site Acquisition Consultants, received March 10, 2010, at 910 McHenry Road, Wheeling, Illinois:

- Narrative Overview (3 pages)
- Title Sheet
- General Notes, Abbreviations, & Symbols
- Site Survey
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan
- West Elevation & North Elevation
- Typical Shelter Elevations
- Landscape plan

And with the following conditions:

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
  - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
  - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
  - c. That should a future carrier require a backup generator, details shall be submitted to the Fire Department for review.
2. That the petitioner contribute a total of \$10,000 in lieu of landscaping to the Village of Wheeling; and
3. That the tower be modified to a unipole design with a stealth or concealed antenna array (drawing to be provided prior to Village Board review).

On the roll call, the vote was as follows:

AYES: Commissioner Maloney  
NAYS: Commissioners Didier, Dorband, Johnson, Steilen  
ABSENT: None  
PRESENT: None  
ABSTAIN: Commissioner Ruffatto

There being one affirmative vote, the motion failed.

Commissioner Ruffatto moved, seconded by Commissioner Didier to close Docket No. 2010-9. The motion was approved by a voice vote.

Respectfully submitted,

---

Bill Maloney, Chairman  
Wheeling Plan Commission/  
Sign Code Board of Appeals

**FINAL FINDINGS E-MAILED TO THE PC 4.15.2010  
FOR APPROVAL AT THE PC MEETING 4.22.2010**

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** #13.A  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010

**TITLE OF ITEM SUBMITTED:** An Ordinance Reserving Volume Cap in connection with Private Activity Bond Issues and related matters.

**SUBMITTED BY:** Michael Mondschain, Finance Director

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** A recommendation to reserve the Village's 2010 private activity bond volume cap.

**BUDGET<sup>2</sup>:** None

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memo, Ordinance

**RECOMMENDATION:** Staff recommends Board approval of the ordinance.

**SUBMITTED FOR BOARD APPROVAL:** VILLAGE MANAGER 

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered





## MEMORANDUM

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** Michael Mondschain, Finance Director  
**DATE:** April 5, 2010  
**SUBJECT:** Private Activity Bonding Authority

### **EXECUTIVE SUMMARY**

The attached ordinance, if approved, allows the Village to reserve its allocation of private activity bonding authority. Doing so will allow interested manufacturers to finance fixed asset projects at tax exempt rates with no financial cost to the Village.

Each calendar year, Illinois communities are granted private activity bonding authority from the State of Illinois. The purpose of this bonding authority is to encourage economic development by enabling manufacturing companies to finance the acquisition of fixed assets such as land and equipment or the acquisition, construction or renovation of buildings. In some cases, bond proceeds may also be used for the acquisition, rehabilitation and construction of apartment buildings.

Wheeling's 2010 bonding authority is equal to \$90 per resident (36,063 estimated population) and totals \$3,245,670. The volume cap may be used for projects within Wheeling or may be "sold" for a fee to another community or State agency interested in using this authority for a project planned this year.

In the past, when no business or developer expressed an interest in using the Village's volume cap for a project within Wheeling, the Board opted to transfer our authority to another community in exchange for a fee. Last year, for the second consecutive time, the Village opted to transfer our authority to the City of Aurora so we could participate in the Assist homebuyer program. The program provides first time homebuyers with the down payment and closing costs needed to purchase a home.

At this time, the Village Board does not need to decide what they want to do with the Village's 2010 allocation of volume cap; however, the State of Illinois requires that the

Village reserve its allocation by approving an ordinance prior to May 1st. As of today's date, no Wheeling business or developer has expressed an interest in using the Village's 2010 volume cap; however, by approving the ordinance, the Board will reserve our right to use the cap, sell it to another community for a fee or participate again in the Assist homebuyer program. In the meantime, the Village will continue to advertise the program in the Village newsletter, on Channel 17 and through the Economic Development Division in the hopes of finding an interested manufacturer.

Please place this item on the Board's agenda for April 19, 2010. If you have any questions, please let me know.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RESERVING VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS.

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that the Municipality has volume cap equal to \$90.00 per resident of the Municipality in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes* 1998, 345/1 *et seq.*, as supplemented and amended (the "*Act*"), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve all of its volume cap allocation for calendar year 2010 to be applied toward the issuance of private activity bonds (the "*Bonds*"), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the Village President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, as follows:

**SECTION 1.** That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2010 is hereby reserved by the Municipality, which shall issue the Bonds using such volume cap, or shall use or transfer such volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Village President or any other proper officer or employee of the Municipality.

**SECTION 2.** That the Municipality shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

**SECTION 3.** That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this \_\_\_\_ day of \_\_\_\_\_, 2010.

President Abruscato \_\_\_\_\_  
Trustee Argiris \_\_\_\_\_  
Trustee Brady \_\_\_\_\_  
Trustee Lang \_\_\_\_\_

Trustee Heer \_\_\_\_\_  
Trustee P. Horcher \_\_\_\_\_  
Trustee D. Vogel \_\_\_\_\_

\_\_\_\_\_  
Judy Abruscato, Village President

ATTEST:

\_\_\_\_\_  
Elaine Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** #13.B  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** April 19, 2010

**TITLE OF ITEM SUBMITTED:**

**RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR NEW  
FIRE STATION 24/HEADQUARTERS AT A COST NOT TO EXCEED  
\$62,430.10**

**SUBMITTED BY:** Keith S. MacIsaac, Fire Chief

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:**

**Purchase of new furniture for new fire station at 499 S. Milwaukee Avenue  
from Office Concepts (Steel Case) of Lake Forest, IL.**

**BUDGET<sup>2</sup>:** \$70,780.00 (Resolution 09-79)

**BIDDING<sup>3</sup>:** Waived

**EXHIBIT(S) ATTACHED:**

1. Memo – Fire Chief Keith MacIsaac (April 14, 2010)
2. Resolution
3. Request for Proposal (RFP) Document
4. Proposal Summary
5. Proposal – Office Concepts

**RECOMMENDATION:** Approve

**SUBMITTED FOR BOARD CONSIDERATION:** Village Manager 

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NUMBER: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR NEW FIRE STATION  
24/HEADQUARTERS AT A COST NOT TO EXCEED \$62,430.10**

**WHEREAS**, the Village Board authorized the expenditure of \$145,000.00 (Resolution Number 09-79) for the purchase of fixtures, furniture, and equipment for the new fire station being constructed at 499 S. Milwaukee Avenue; and

**WHEREAS**, \$70,480.00 was designated as part of the overall authorization for furniture; and

**WHEREAS**, after soliciting written proposals from numerous furniture vendors and reviewing all proposals received, it has been determined that the proposal submitted by Office Concepts of Lake Forest, Illinois to be the most cost effective proposal meeting the overall intent of the specifications requested by the Wheeling Fire Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that bids are hereby waived and the Village Manager is hereby authorized to enter into a contract with Office Concepts for purchasing and installing new furniture at Fire Station 24/Headquarters, 499 S. Milwaukee Avenue in accordance with their proposal of April 7, 2010 at a cost of \$57,430.10. Furthermore, a project contingency of \$5,000.00 is hereby authorized bringing the total purchase amount not to exceed \$62,430.10.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_ that Resolution Number: \_\_\_\_\_ be adopted.

President J. Abruscato \_\_\_\_\_

Trustee P. Horcher \_\_\_\_\_

Trustee D. Argiris \_\_\_\_\_

Trustee R. Lang \_\_\_\_\_

Trustee K. Brady \_\_\_\_\_

Trustee D. Vogel \_\_\_\_\_

Trustee R. Heer \_\_\_\_\_

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Judy Abruscato, Village President

**ATTEST:**

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk



# MEMO

**To:** Jon Sfondilis, Village Manager  
Michael Crotty, Assistant Village Manager  
Michael Mondschain, Finance Director

**From:** Keith S. MacIsaac, Fire Chief KSM

**CC:** File – Fire Station 24, 499 S. Milwaukee Avenue

**Date:** April 14, 2010

**Re:** Resolution Authorizing the Purchase of Furniture for new Fire Station 24

## EXECUTIVE SUMMARY

Based upon receipt and review of seven (7) written proposals regarding furniture for the new fire station, I am recommending accepting the proposal from Office Concepts (representing Steel Case Furniture) at a cost not to exceed \$62,430.10. Office Concepts provided the lowest cost proposal in accordance with the "Request for Proposals (RFP)" for this portion of the project. The amount shown includes a \$5,000.00 contingency and is below the previously approved budget of \$70,780.00 for furniture.

On June 29, 2009, the Village Board approved Resolution Number 09-79 authorizing a not to exceed expenditure of \$145,000.00 for the fixtures, furniture, and equipment for the new fire station at 499 S. Milwaukee Avenue. Of the total amount authorized, \$70,780.00 was designated for new furniture. In February 2010, a "Request for Proposals (RFP)" was released to a number of furniture vendors previously used by the Village of Wheeling and used on other regional municipal projects (copy of RFP attached). The RFP process was used in lieu of the traditional bid process, due to the variables associated with individual vendor products. Vendors wishing to participate in the process were required to submit their complete written proposal no later than February 26, 2010. On this date, seven (7) vendors submitted formal proposals. Over the month of March, each proposal was reviewed by me and several members of my staff. The lowest priced vendor was eliminated due to proposing a substantial amount of used and/or refurbished furniture and not maximizing space utilization as required by the RFP. The highest priced vendor was eliminated due their pricing being completely contrary to all other proposals received. Of the remaining five (5) vendors, four (4) were selected for interview and formal review of their proposal, since their overall pricing was within several thousand dollars of each other. During these interviews clarifications and quality adjustments were requested in order to make sure each vendor was providing/offering items of similar quality, design, and pricing. Based upon subsequent adjustments in their respective proposals, I am recommending purchasing from Office Concepts in the amount of \$57,430.10. Office Concepts is the lowest priced vendor of the remaining vendors and meets the expectations outlined within the RFP. Based upon their pricing, they are 18.86% under the approved budget for this portion of the project.

I have attached an itemized breakdown of the individual pieces of furniture by vendor and cost. A distribution layout for the building, as well as individual schematics for specific rooms are also attached. The price proposed by Office Concepts is a turn-key process. It includes the cost of the product, shipping/freight, installation, and haul-away of packaging debris. As with any project this size and complexity, I would like authorization of a \$5,000.00 contingency in order to ensure that everything maximizes our space usage and final installation needs. Therefore, the final amount I am requesting authorization for this portion of the project is \$62,430.10 (i.e. not to exceed cost). If this meets with your approval, I would like this forwarded to the Village Board for their review and approval. Even with the requested contingency, this portion of the project will be 11.80% under budget.



255 W. DUNDEE ROAD  
WHEELING, IL 60090  
(847) 459-2662

## REQUEST FOR PROPOSAL

SUPPLY AND INSTALL FURNITURE FOR  
FIRE STATION 24  
499 S. MILWAUKEE AVENUE



**REQUEST FOR PROPOSAL**  
**SUPPLY AND INSTALL FURNITURE FOR FIRE STATION 24**  
**499 S. MILWAUKEE AVENUE**

**1.0**

**INTRODUCTION**

**1.1 Purposes of Proposal**

The Wheeling Fire Department is seeking proposals from qualified vendors for the purpose of supplying and installing high quality, heavy duty furniture at Fire Station 24, 499 S. Milwaukee Avenue. This fire station is currently under construction and is expected to be ready for occupancy in early-June 2010.

**1.2 Background**

Fire Station 24 will replace an existing headquarters fire station currently located at 255 W. Dundee Road. This new fire station will operate around the clock, 365 days per year providing full-time fire suppression, emergency medical, and hazard mitigation response to the community. This fire station will provide storage of emergency response vehicles, housing space (i.e. kitchen/dining area, sleeping area, lounge/recreation area, and bathroom/locker room areas) for on-duty personnel, offices and associated meeting spaces for Fire Department administrative staff.

**1.3 Project Description**

This project will consist of planning, design layout, selection of furniture, ordering, delivery, and installation of said furniture within the new fire station in order to complete full occupancy of the building no later than June 15, 2010. The Wheeling Fire Department is looking for incorporation of "green" building furniture where feasible and cost effectiveness. LEED concepts shall be utilized in the design of this project but third party certification is not requested nor required.

It is anticipated that this project will consist of nine (9) phases as follows:

- Phase 1 – Submission of Proposal
- Phase 2 – Proposal Review
- Phase 3 – Proposal Selection
- Phase 4 – Issuance of Contract
- Phase 5 – Project Scheduling & Issuance of Permits (if necessary)
- Phase 6 – Ordering of Furniture
- Phase 7 – Delivery of Furniture
- Phase 8 – Installation of Furniture
- Phase 9 – Project Closeout/Debris Removal

It is the intent of the Wheeling Fire Department that once a proposal is selected and a Village of Wheeling contract is issued, the selected vendor shall furnish all furniture as a "turnkey" project from "Project Scheduling & Issuance of Permits (if necessary)" to "Project Closeout/Debris Removal". Further information on the project scope is contained in Section 2.0.

#### **1.4 Project Objective**

It is the intent of the Village of Wheeling to issue a single contract to a qualified vendor (here after referred to as the "vendor") to provide all the necessary services to furnish said fire station. The furniture selected shall focus on functionality, efficiency, and high quality to the maximum extent possible for long service life and low long term maintenance. There will be no independent contract issued by the Village of Wheeling to any vendors' suppliers and/or subcontractors.

#### **1.5 Professional Services Required**

The professional services needed for this project will include planning, design layout, selection of furniture, ordering, delivery, and installation of said furniture for the fire station. Further information on the services that the Village of Wheeling anticipates will be needed for this project is contained in Section 3.0.

#### **1.6 Village of Wheeling Contacts**

Keith MacIsaac, Fire Chief  
(Primary Contact)  
Wheeling Fire Department  
255 W. Dundee Road  
Wheeling, IL 60090  
(847) 459-2665  
(847) 459-2976 – fax

[kmacisaac@wheelingil.gov](mailto:kmacisaac@wheelingil.gov)

Darla Callanan, Administrative Secretary  
(Secondary Contact)  
Wheeling Fire Department  
255 W. Dundee Road  
Wheeling, IL 60090  
(847) 403-4554  
(847) 459-2976 - fax

[dcallanan@wheelingil.gov](mailto:dcallanan@wheelingil.gov)

#### **1.7 Receipt of Written Proposal Deadline**

**The deadline for receipt of proposal is Friday, February 26, 2010 at 10:00 a.m. in the Fire Chief's Office, Wheeling Fire Department,, 255 W. Dundee Road, Wheeling, IL 60090.** When packets are delivered by mail or messenger service, vendor shall be responsible for delivery prior to the due date and time shown above. If delivery is delayed beyond the due date and time shown above, the Wheeling Fire Department may, at its sole discretion, reject the packet and may return it.

## **1.8 Request of Proposal Process Schedule**

- "Request for Proposal" released to all interested vendors.
- Tour of project site with Wheeling Fire Department staff, upon request.
- **Submission of "Request for Proposal" from interested vendors to: Fire Chief's Office, Wheeling Fire Department, 255 W. Dundee Road, Wheeling, IL 60090 no later than 10:00 a.m. on Friday, February 26, 2010.**
- Several vendors will be selected by Wheeling Fire Department staff for further consideration.
- Final selection of successful vendor.
- Final clarification of furniture selection and quantity, installation issues/concerns, and, pricing adjustment, if necessary.
- Issuance and acceptance of a Village of Wheeling contract.

The above schedule is a guide only, and may be amended from time to time as conditions deem necessary.

## **2.0**

### **SCOPE OF PROJECT**

#### **2.1 Phase 1**

The following items will focus on developing the scope of this project:

- a. Review the information provided as exhibits and attachments to this "Request for Proposal" regarding the fire station layout and anticipated furniture needs. Attached to this "Request for Proposal" packet are specific conceptual layouts for both floors that will need to be taken into consideration in this project. This information is for preliminary planning purposes and is not to be construed as all encompassing in scope of work expected (see Attachment A and B for more detail).
- b. Analyze the station layout and size of each work area.
- c. Develop a preliminary furniture layout for each work area based upon the requested furniture by the Wheeling Fire Department.
- d. Select specific furniture brand, model, and appearance for each piece of identified furniture within the project. The furniture for this project is to be capable of handling the physical demands of a full-time staffed fire station while maintaining its functionality, low annual maintenance, and general appearance over a minimum of fifteen (15) years. In the operational areas, the furniture shall be heavy-duty by design, constructed of materials that will withstand extreme usage yet remain esthetically appealing, since this is a 24 hour residential living area. In the administrative areas, the furniture should provide a corporate,

professional modern appearance while maintaining its functionality and low annual maintenance. Furniture in this area must be inviting and complimentary to the overall appearance of the fire station without looking extravagant or pretentious.

Based upon prior investigation and/or previous usage, the Wheeling Fire Department is looking for furniture from the following manufacturers:

- Allsteel
- Kimball
- Marvel
- Steelcase

Proposals involving other furniture manufacturers will be accepted as long as the furniture proposed is equal to or exceeds the overall quality and functionality of the manufacturers listed above. Supporting documentation such as side by side comparison data will need to be included in the vendors' written proposal, in order to be given consideration.

All proposed furniture must be provided with a minimum warranty of five (5) years for all components and ten (10) years for structural members.

- e. Establish unit costs for each piece of furniture proposed. GSA pricing maybe proposed but only if it reflects the vendors' absolute lowest pricing. Vendors who submit GSA pricing and who later determine that another vendor has offered a lower price on the same manufacturers' furniture and then wants to submit a lower price in order to remain in the process will be eliminated.
- f. Establish ancillary costs for delivery, installation, and debris removal for all proposed furniture. Ancillary costs shall include any and all costs associated with packaging, freight, interim storage, delivery, un-packaging, second floor installation (where necessary), and collection/removal of all packaging debris from the site.
- g. Submit proposal to the Wheeling Fire Department **no later than 10:00 am on Friday, February 26, 2010.** Proposal shall include cut-sheets for each piece of furniture proposed.

## **2.2 Phase II**

- a. Wheeling Fire Department staff will evaluate each proposal received by the established deadline.
- b. Selection of several vendors for further review and discussion regarding their proposals. Vendors will be reviewed based upon the completeness of their proposal, quality of products recommended, ability to meet critical timelines,

and overall pricing. The number of actual vendors selected for further review will be at the sole decision of the Fire Chief.

- c. Selection of successful vendor.

### **2.3 Phase III**

- a. Finalize the manufacturer, model, type, quantities, and overall pricing for the entire package.
- b. Preparation and submission of required authorization reports and associated documents for submission to the Village Manager and/or Village Board in accordance with Village of Wheeling purchasing policies.

### **2.4 Phase IV**

- a. Upon approval of the purchase by the Village Manager and/or Village Board, preparation and issuance of Village of Wheeling contract will be completed.

### **2.5 Phase V**

- a. If the proposed furniture requires hard-wired electrical and/or telephone cable and/or data cable installation directly from the structure to any associated furniture being installed, applicable sub-contractor permits shall be obtained by the successful vendor from the Village of Wheeling's Community Development Department, 2 Community Boulevard, Wheeling, IL 60090 (847) 459-2620. All hard-wired electrical components (i.e. non-plug/play components) must be installed by a licensed electrician in accordance with National Fire Protection Association (NFPA) # 70: National Electrical Code.

### **2.6 Phase VI**

- a. The vendor shall order all agreed upon and authorized furniture, as outlined in the issued Village of Wheeling contract. No modifications to the contract, including but not limited to the manufacturer, model, type, quantity, and/or pricing may be made unless mutually agreed upon in writing and by issuance of a revised contract.
- b. The vendor shall advise the Wheeling Fire Department, in writing, of any issues that may arise that could delay the delivery and/or installation of the ordered furniture.

### **2.7 Phase VII**

- a. The vendor shall schedule all dates and times associated with the delivery of said furniture.

- b. All furniture will be delivered to Fire Station 24, 499 S. Milwaukee Avenue.
- c. The vendor shall have an authorized representative on site at the time of furniture delivery. This authorized representative will evaluate each piece of furniture as it is removed from the delivery vehicle(s) and assess its general overall condition. Pieces of furniture with obvious or apparent damage shall be rejected on site and immediately placed back on the delivery vehicle(s).

## **2.8 Phase VIII**

- a. Vendor and/or authorized subcontractor shall unpack each piece of furniture and assemble, as necessary. Only supplier approved hardware and methods of assembly shall be permitted. Assembly shall include all ancillary hardware such as but not limited to; pencil trays, keyboard trays, and tack boards.
- b. Upon unpacking, any unforeseen damaged furniture shall be placed to the side and arrangements shall be made for pick-up and replacement by the vendor, at no additional cost to the Village of Wheeling.
- c. Assembled furniture shall be installed in each specific room within the fire station, based upon the approved layout plan by the vendor or authorized subcontractor. During this phase, an authorized vendor representative shall remain on site and supervise the installation of said furniture.

## **2.9 Phase IX**

- a. All restraining straps, tape, staples, plastic over wrap and/or tie-downs associated with shipping of said furniture shall be removed by the vendor.
- b. All packing by-products and/or waste shall be removed from the site immediately upon completion of assembly and installation of said furniture within the fire station. If necessary, the vendor shall arrange for and shall be responsible for obtainment of a specific trash container (i.e. dumpster) for just this purpose. If necessary, the cost of said trash container shall be included in the overall proposal cost submitted by the vendor.

### **3.0**

#### **SCOPE OF SERVICES**

##### **3.1 Services Provided by the Village of Wheeling**

The selected vendor for this project will be provided with the following:

- a. Notes, pictures, cut-sheets, etc. from Village of Wheeling staff discussions and site visits regarding the fire station layout and anticipated furniture requirements.
- b. Written basic overview of the anticipated needs/expectations for this project. This overview is contained within this "Request for Proposal" but is not intended to be all encompassing but is intended to serve as a basic starting point for design and planning purposes.
- c. Readily available access to Wheeling Fire Department staff during regular business hours (Monday – Friday, 8:00 am to 4:30 pm), as needed to facilitate this project.

### **4.0**

#### **REQUIRED PROPOSAL CONTENT**

##### **4.1 General**

Any vendor interested in consideration for this project must submit a written proposal as described below. Although no specific format is required for the written proposal, this section is intended to provide guidelines on features which the Wheeling Fire Department will look for and expect to be included in the proposal.

##### **4.2 Written Proposal –Narrative**

The submitted proposal should thoroughly address the project objective – what furniture is being proposed and why, how it will fit within each work space, and how much it will cost based upon an itemized unit cost basis. The submitted proposal should outline how the vendor intends to address all nine (9) phases of this project as outlined in Section 2.0 – Scope of Project.

Costs for the requested services shall be broken down as follows:

- Cost Analysis # 1: Lump sum figure for entire project as proposed.
- Cost Analysis # 2: Unit cost for each piece of furniture.

If an alternate manufacturer, model, type, or brand of furniture is provided, a detailed cost estimate shall also be included within the original written proposal submitted to the Wheeling Fire Department.

Each proposal shall include a list of prior references/clients for which the vendor has previously provided similar services. Emphasis should be on references/clients that are located in the Chicago metro area, in order for members of the Wheeling Fire Department to be able to successfully contact them and if possible, to physically visit and evaluate the quality of work and/or the quality of furniture and overall service provided.

#### **4.3 Miscellaneous Proposal Information**

- a. The Wheeling Fire Department reserves the right to accept or reject, either in whole or part, any and all submittals in response to this request, with or without cause, and to waive informalities in any submittals which are in the best interest of the Village of Wheeling.
- b. All material submitted regarding this "Request for Proposal" becomes the property of the Village of Wheeling and will be returned to the submitting vendor at the Village of Wheeling's sole discretion. Proposals may be reviewed by any person, including the general public, after the final selection has been made. The Village of Wheeling reserves the sole right to use any or all ideas presented in reply to this request. Disqualification of a specific vendor does not eliminate this right.
- c. The Village of Wheeling is not liable for any costs incurred by any vendor prior to issuance of a written agreement and/or contract.
- d. The contents of the proposal provided by the successful vendor will become part of a contractual obligation if the Village of Wheeling wishes to execute a contract based on the submitted proposal. Failure of the successful vendor to accept these obligations in a contract, and/or similar legal document may result in cancellation of the award by the Village of Wheeling.
- e. The Village of Wheeling reserves the right to contact any reference and/or client listed in the submitted documents for information which may be helpful to the Village of Wheeling in evaluating the vendor.



## **5.0**

### **MISCELLANEOUS**

#### **5.1 Compensation and Payment**

The Village of Wheeling shall reimburse the selected vendor upon completion of the entire project in accordance with the Village of Wheeling's contract process, conditions contained within the vendor's proposal, as mutually agreed to in writing, and the State of Illinois Compiled Statutes 50 ILCS 505 "Local Government Prompt Payment Act". All requests for payment must be submitted along with all supporting documentation (ex. invoice, delivery/shipping papers, itemized inventory, etc.) before any disbursements will be executed by the Village of Wheeling.

#### **5.2 Insurance**

##### **Insurance Requirements**

- A. The selected vendor shall not commence any work under the proposal until they have obtained all insurance required herein and such insurance has been approved by the Village of Wheeling. In addition, vendor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. The selected vendor shall furnish a copy of the "Certificates of Insurance", with the Village of Wheeling named as an additional insured, showing the following minimum coverage from an insurance company acceptable to the Village of Wheeling. The insurance policy will contain a waiver of subrogation clause in favor of the Village of Wheeling.

##### **1. Commercial General Liability Coverage**

Limits:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal and Advertising	\$1,000,000

The insurance policy shall name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

## **2. Commercial Automobile Liability Coverage**

Limits:	Each Occurrence	\$1,000,000
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The insurance policy shall name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

## **3. Workers Compensation coverage**

Limits:	Coverage A	Statutory
	Coverage B	\$1,000,000

The insurance policy shall contain a waiver of subrogation clause in favor of the Village of Wheeling. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

## **5.3 Venue**

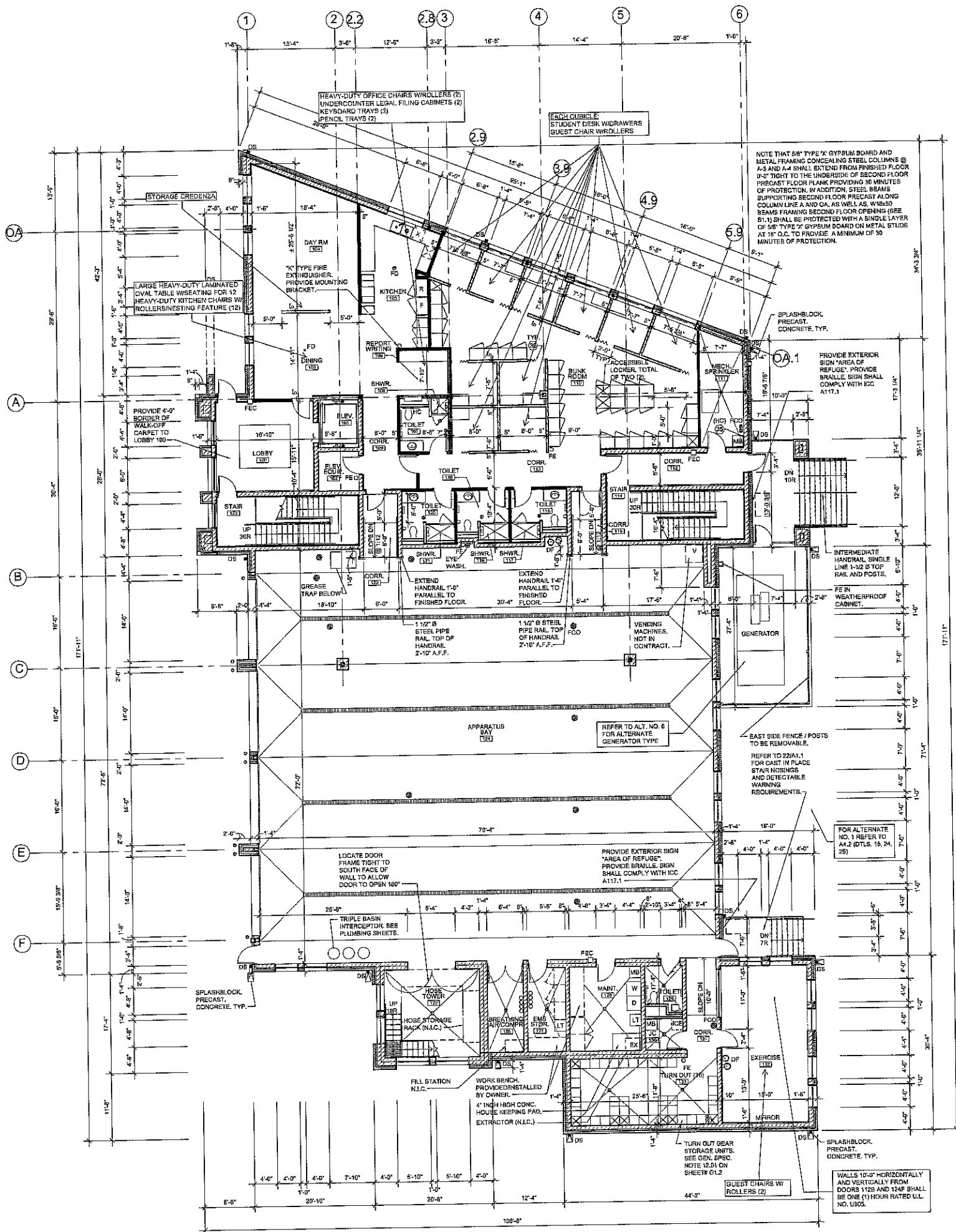
The parties agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, the venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

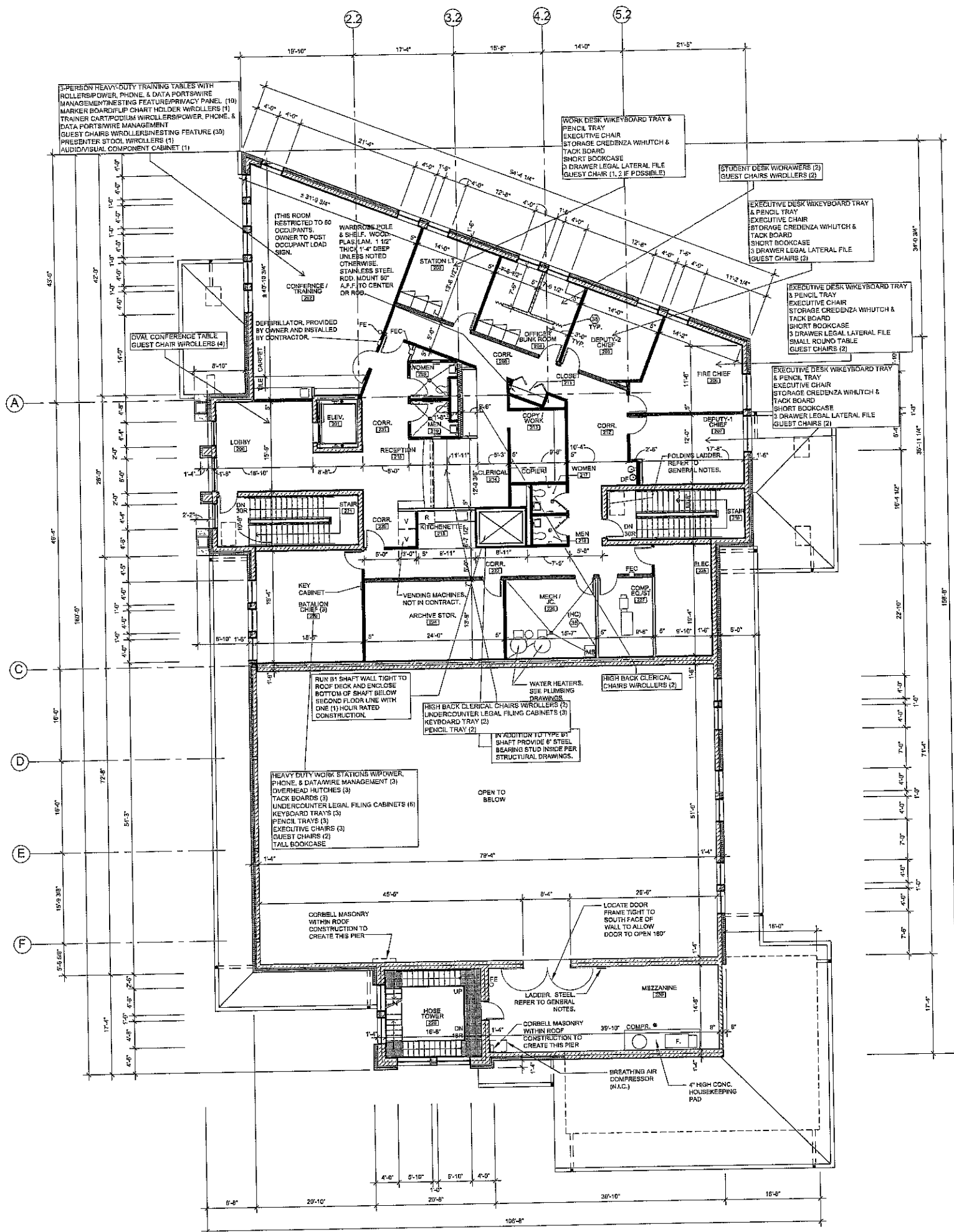
## **5.4 Indemnification**

The vendor shall indemnify, defend and save harmless the Village of Wheeling, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character as allowed by law, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Wheeling, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The vendor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions, or liabilities.

## **5.5 Other Vendor Responsibilities**

The vendor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.





**FIRE STATION 24/FIRE ADMINISTRATION  
499 S. MILWAUKEE AVENUE  
FURNITURE PROPOSAL RESULTS**

ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	HENRICKSEN	KDI DESIGN	KI	OFFICE CONCEPTS	RIEKE OFFICE INTERIORS	REFURBISHED OFFICE ENVIRONMENTS	WEBB GROUP
103	DINING ROOM	KITCHEN TABLE	1	\$2,440.20	\$595.00	\$1,760.99	\$1,147.26	\$1,462.00	\$1,350.00	\$702.50
		KITCHEN CHAIRS	12	\$5,982.12	\$1,980.00	\$3,713.64	\$1,433.04	\$3,120.00	\$2,688.00	\$2,124.00
104	DAY ROOM	STORAGE CREDENZA		\$429.28	\$840.00	\$669.52	\$612.54	\$1,015.00	\$399.00	\$541.50
106	REPORT ROOM	TASK CHAIRS	2	\$660.00	\$772.00	\$834.22	\$506.40	\$1,090.00	\$368.10	\$1,016.00
		UNDER COUNTER FILING CABINETS	2	\$753.97	\$478.00	\$341.22	\$326.30	\$695.00	\$240.00	\$554.00
		KEYBOARD TRAY	2	\$302.50	\$134.00	\$447.78	\$247.50 INC.		\$165.00	\$211.00
		PENCIL TRAY	2	\$70.68	INC.	\$134.54	\$9.92 INC.		\$45.00	\$130.00
110	BUNK ROOM	STUDENT DESKS	10	\$2,666.20	\$4,600.00	\$3,541.30	\$1,843.90	\$5,100.00	UNK.	\$3,785.00
		TASK CHAIRS	10	\$1,389.30	\$2,090.00	\$1,275.50	\$1,412.60	\$2,300.00	\$1,840.50	\$1,770.00
132	EXERCISE ROOM	TASK CHAIRS	2	\$98.34	\$330.00	\$255.10	\$282.52	\$530.00	\$368.10	UNK.
		CONFERENCE TABLE	1	\$399.54	\$340.00	\$335.29	\$584.88	\$940.00	\$234.78	\$254.50
200	LOBBY	GUEST CHAIRS	4	\$555.72	\$916.00	\$510.20	\$565.04	\$1,060.00	\$200.00	\$708.00
202	TRAINING ROOM	TABLES	10	\$10,139.76	\$8,150.00	\$9,676.80	\$11,401.68	\$11,000.00	\$9,950.80	\$11,026.60
		MARKER FLIP CHART BOARD	1	\$454.73	\$794.00	\$424.63	\$264.27	\$1,200.00	\$599.00	\$582.75
		PODIUM	1	\$2,046.26	\$1,375.00	\$693.70	\$703.53	\$1,000.00	\$991.52	\$931.56
		GUEST CHAIRS	30	\$5,742.00	\$6,090.00	\$9,283.20	\$3,411.60	\$7,800.00	\$6,720.00	\$6,310.60
		PRESENTER STOOL	1	\$415.00	\$208.00	UNK.	\$264.35	\$208.00	\$233.40	\$254.40
		AUDIO/VISUAL CABINET	1	\$803.48	\$551.00	\$1,001.49	\$484.71	\$1,520.00	\$65.00	\$660.50
LIEUTENANT		WORK DESK	1	\$1,668.91	\$631.00	\$1,341.10	\$1,658.01	\$4,135.00	\$577.92	\$300.50
203	OFFICE	PENCIL TRAY	1	\$35.34	INC.	UNK.	INC.	INC.	\$45.00	\$65.00
		KEYBOARD TRAY	1	\$151.25	\$67.00	\$199.05	\$123.75 INC.		\$165.00	\$105.50
		EXECUTIVE CHAIR	1	\$592.49	\$687.00	\$417.10	\$218.50	\$775.00	\$225.00	\$508.00
		STORAGE CREDENZA	1	INC.	\$956.00	\$460.70 INC.	INC.	INC.	\$268.38	\$541.50

**FIRE STATION 24/FIRE ADMINISTRATION  
499 S. MILWAUKEE AVENUE  
FURNITURE PROPOSAL RESULTS**

ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	HENRICKSEN	KDI DESIGN	K/I	OFFICE CONCEPTS	RIEKE OFFICE INTERIORS	REFURBISHED OFFICE ENVIRONMENTS	WEBB GROUP
		HUTCH	1	\$246.82	\$620.00	\$557.03	\$1,101.77	INC.	\$331.38	\$354.00
		TACK BOARD	1	\$68.40	INC.	\$108.71	INC.		\$55.20	\$147.00
		SHORT								
		BOOKCASE	1	\$168.00	\$192.00	\$273.94	\$223.07	INC.	\$116.34	\$210.00
		3 DRAWER								
		LATERAL FILE	1	\$325.63	\$498.00	\$618.93	\$415.80	INC.	\$255.00	\$355.00
		GUEST CHAIRS	2	\$277.86	\$418.00	\$362.74	\$427.92	\$340.00	\$200.00	\$238.50
	OFFICERS BUNK									
204	ROOM	STUDENT DESKS	2	\$634.82	\$1,840.00	\$708.26	\$328.78	\$1,020.00	UNK.	UNK.
		TASK CHAIRS	2	\$277.86	\$396.00	\$255.10	\$282.52	\$460.00	\$368.10	\$354.00
	DEPUTY FIRE									
205	CHIEF	EXECUTIVE DESK	1	\$1,381.01	\$631.00	\$1,347.10	\$2,060.37	\$4,135.00	\$585.06	\$300.50
		PENCIL TRAY	1	\$35.34	INC.	UNK.	INC.	INC.	\$45.00	\$65.00
		KEYBOARD TRAY	1	\$151.25	\$67.00	\$223.89	\$123.75	INC.	\$165.00	\$105.50
		EXECUTIVE CHAIR	1	\$592.49	\$687.00	\$417.10	\$218.50	\$775.00	\$225.00	\$508.00
		STORAGE								
		CREDENZA	1	\$246.82	\$956.00	\$460.69	INC.	INC.	\$268.38	\$541.50
		HUTCH	1	\$246.82	\$620.00	\$557.03	\$1,140.99	INC.	\$331.38	\$354.00
		TACK BOARD	1	\$68.40	INC.	\$109.79	INC.	INC.	\$55.20	\$147.00
		SHORT								
		BOOKCASE	1	\$168.00	\$192.00	\$273.94	\$223.07	INC.	\$116.34	\$210.00
		3 DRAWER								
		LATERAL FILE	1	\$325.63	\$498.00	\$546.27	\$415.80	INC.	\$255.00	\$560.50
		GUEST CHAIRS	2	\$277.86	\$209.00	\$362.74	\$427.92	\$340.00	\$200.00	\$258.64
206	FIRE CHIEF	EXECUTIVE DESK	1	\$1,515.10	\$631.00	\$1,347.10	\$2,060.37	\$4,135.00	\$585.06	\$300.50
		PENCIL TRAY	1	\$35.34	INC.	UNK.	INC.	INC.	\$45.00	\$65.00
		KEYBOARD TRAY	1	\$151.25	\$67.00	\$223.89	\$123.75	INC.	\$165.00	\$105.50
		EXECUTIVE CHAIR	1	\$592.00	\$687.00	\$417.10	\$218.50	\$775.00	\$225.00	\$508.00
		STORAGE								
		CREDENZA	1	\$373.08	\$956.00	\$460.69	INC.	INC.	\$268.38	\$541.50
		HUTCH	1		\$620.00	\$557.03	\$1,140.99	INC.	\$331.38	\$354.00

**FIRE STATION 24/FIRE ADMINISTRATION  
499 S. MILWAUKEE AVENUE  
FURNITURE PROPOSAL RESULTS**

ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	HENRICKSEN	KDI DESIGN	KI	OFFICE CONCEPTS	RIEKE OFFICE INTERIORS	REFURBISHED OFFICE ENVIRONMENTS	WEBB GROUP
		TACK BOARD	1	\$102.04	INC.	\$109.78	INC.	INC.	\$55.20	\$147.00
		SHORT BOOKCASE	1	\$168.00	\$192.00	\$325.80	\$223.07	INC.	\$116.34	\$210.00
		3 DRAWER LATERAL FILE	1	\$325.63	\$498.00	\$842.82	\$415.80	INC.	\$255.00	\$560.50
		SMALL CONFERENCE TABLE	1	\$194.40	\$489.00	\$436.20	\$325.07	UNK.	\$157.08	\$99.00
		GUEST CHAIRS	2	\$277.86	\$418.00	\$362.74	\$427.92	\$340.00	\$200.00	\$258.64
207	DEPUTY FIRE CHIEF	EXECUTIVE DESK	1	\$1,379.02	\$631.00	\$1,347.10	\$2,060.37	\$4,135.00	\$585.06	\$300.50
		PENCIL TRAY	1	\$35.34	INC.	UNK.	INC.	INC.	\$45.00	\$65.00
		KEYBOARD TRAY	1	\$151.25	\$67.00	\$223.89	\$123.75	INC.	\$165.00	\$105.50
		EXECUTIVE CHAIR	1	\$592.49	\$687.00	\$417.10	\$218.50	\$775.00	\$225.00	\$508.00
		STORAGE CREDENZA	1	INC.	\$956.00	UNK.	INC.	INC.	\$268.38	\$541.50
		HUTCH	1	\$373.08	\$620.00	\$557.03	\$1,140.99	INC.	\$331.28	\$354.00
		TACK BOARD	1	\$102.04	INC.	\$109.79	INC.	INC.	\$55.20	\$147.00
		SHORT BOOKCASE	1	\$168.00	\$192.00	\$273.94	\$223.07	INC.	\$116.34	\$210.00
		3 DRAWER LATERAL FILE	1	\$325.63	\$498.00	\$618.93	\$415.80	INC.	\$255.00	\$560.50
		GUEST CHAIRS	2	\$277.86	\$209.00	\$362.74	\$427.92	\$340.00	\$200.00	\$258.64
214	CLERICAL	HIGH BACK CLERICAL CHAIRS	4	\$1,471.52	\$2,156.00	\$1,668.40	\$1,012.80	\$920.00	\$780.00	\$2,032.00
		UNDER COUNTER FILING CABINETS	3	\$381.33	\$720.00	\$511.80	\$489.45	\$940.00	\$165.60	\$831.00
		KEYBOARD TRAY	2	\$302.50	\$134.00	\$447.78	\$247.50	INC.	\$90.00	\$211.00
		PENCIL TRAY	2	\$70.68	INC.	\$134.54	\$9.92	INC.	\$330.00	\$130.00

**FIRE STATION 24/FIRE ADMINISTRATION  
499 S. MILWAUKEE AVENUE  
FURNITURE PROPOSAL RESULTS**

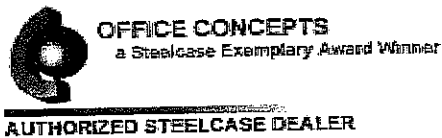
ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	HENRICKSEN	KDI DESIGN	K/I	OFFICE CONCEPTS	RIEKE OFFICE INTERIORS	REFURBISHED OFFICE ENVIRONMENTS	WEBB GROUP
223	BATTALION CHIEF OFFICE	WORK CUBICLES	3	\$1,900.35	\$6,089.00	\$2,626.85	\$2,866.57	\$8,950.00	\$4,246.66	\$12,100.20
		OVERHEAD								
		HUTCH	3	\$740.46	INC.	\$649.05	INC.	INC.	INC.	INC.
		TACK BOARD	3	\$205.20	INC.	\$649.05	INC.	INC.	INC.	INC.
		UNDER COUNTER								
		FILING CABINETS	6	\$1,953.90	\$1,095.00	\$1,009.08	\$1,018.56	INC.	INC.	UNK.
		KEYBOARD TRAY	3	\$453.75	\$201.00	\$671.87	\$371.25	INC.	\$135.00	INC.
		PENCIL TRAY	3	\$106.02	INC.	\$201.81	\$14.88	INC.	\$495.00	INC.
		EXECUTIVE CHAIR	3	\$1,777.47	\$2,061.00	\$1,251.30	\$759.60	\$1,635.00	\$675.00	\$1,525.00
		GUEST CHAIRS	2	\$277.86	\$418.00	\$518.28	\$260.22	UNK.	\$200.00	\$258.64
		TALL BOOKCASE	1	\$233.78	\$330.00	\$441.32	\$405.70	INC.	\$200.00	\$354.00
	FREIGHT, SHIPPING, INSTALLATION			\$5,398.09	\$6,875.00	INC.	\$5,735.22	\$7,700.00	\$3,300.00	\$4,485.00
TOTAL				\$65,702.40	\$68,885.00	\$64,274.93	\$57,430.10	\$82,665.00	\$46,578.84	\$64,919.67
	PERCENTAGE OF APPROVED BUDGET (\$70,780)									
				92.83%	97.32%	90.81%	81.14%	116.79%	65.81%	91.72%
	INDICATES UNKNOWN PRICING/INSUFFICIENT DATA									
	INDICATES USED/REFURBISHED /NON-RFP SPECIFICATION ITEM									
	INDICATES IMPROPER QUANTITY IN PROPOSAL - ADJUSTED PER REVIEW									



**WHEELING**  
**FIRE DEPARTMENT**  
**STATION 24**  
**FINAL BID RESPONSE**  
**4/07/10**



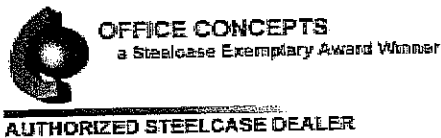
AREA	PRODUCT DESCRIPTION	QTY	TOTAL	ALTERNATE OPTIONS
<b>FIRST FLOOR</b>				
<b>DINING ROOM</b>				
	Move Chairs on soft casters	12	\$ 1,433.04	\$ 1,433.04
	10' Laminate Racetrack Table 1-3/8" Thick w/Flat vinyl edge	1	\$ 933.49	
	ALT: 10' Laminate Racetrack Table 1-1/4" Thick w/Convex vinyl edge			\$ 1,147.26
			\$ 2,366.53	\$ 2,580.30
<b>DAY ROOM</b>				
	6' Laminate Storage Credenza	1	\$ 612.54	
			\$ 612.54	
<b>EXERCISE ROOM</b>				
	Crew Armless Guest Chairs on soft casters	2	\$ 282.52	
			\$ 282.52	
<b>REPORT WRITING</b>				
	Crew Task Chairs on carpet casters	2	\$ 506.40	
	File/File Pedestals	2	\$ 326.30	
	Pencil Tray	2	\$ 9.92	
	Keyboard Tray w/mouse and palm rest	2	\$ 247.50	
			\$ 1,090.12	
<b>BUNK ROOMS</b>				
	Box/Box/File Full-pull Pedestal for under millwork	10	\$ 1,643.90	
	Crew Armless Guest Chairs on carpet casters	10	\$ 1,412.60	
			\$ 3,056.50	
<b>SECOND FLOOR</b>				
<b>BATTALION CHIEF WORKSTATIONS</b>				
	Workstations per drawing	3	\$ 2,866.57	
	File/File Pedestals	6	\$ 1,018.56	
	Pencil Tray	3	\$ 14.88	
	Keyboard Tray w/mouse and palm rest	3	\$ 371.25	
	Crew Task Chairs on carpet casters	3	\$ 759.60	
	Crew Armless Guest Chairs on carpet casters	2	\$ 260.22	
	Metal 5 High Bookcase	1	\$ 405.70	
			\$ 5,696.78	



**WHEELING  
FIRE DEPARTMENT  
STATION 24  
FINAL BID RESPONSE  
4/07/10**



AREA	PRODUCT DESCRIPTION	QTY	TOTAL	ALTERNATE OPTIONS
<b>LOBBY</b>				
	5' 6" Laminate Racetrack Table	1	\$ 584.88	
	Crew Armless Guest Chairs on carpet casters	4	\$ 565.04	
			<u>\$ 1,149.92</u>	
<b>CLERICAL</b>				
	Crew Task Chairs on carpet casters	4	\$ 1,012.80	
	File/File Pedestals	3	\$ 489.45	
	Pencil Tray	2	\$ 9.92	
	Keyboard Tray w/mouse and palm rest	2	\$ 247.50	
			<u>\$ 1,759.67</u>	
<b>BUNK ROOMS</b>				
	Box/Box/File Full-pull Pedestal for under millwork	2	\$ 328.78	
	Crew Armless Guest Chairs on carpet casters	2	\$ 282.52	
			<u>\$ 611.30</u>	
<b>CONFERENCE/TRAINING</b>				
	Akira Flip Top Tables w/Modesty Panel, 10'-15' electric cords & gangers	10	\$ 11,401.68	
	Move Chairs on carpet casters	30	\$ 3,411.60	
	Mobile Porcelain Steel Easel with Flipchart pegs	1	\$ 264.27	
	Mobile Metal & Laminate Lectern with power	1	\$ 703.53	
	Mobile Metal Audio Visual Cabinet with power	1	\$ 484.71	
	Crew Presenter Stool on carpet casters	1	\$ 264.35	
			<u>\$ 16,530.14</u>	
<b>CHIEF'S OFFICE</b>				
	Context Laminate & Metal 'U' Group w/90" P-top per drawing	1	\$ 2,320.72	
	Context Overhead Cabinets, Tackboards and Tasklights	2	\$ 1,140.99	\$ 1,140.99
	Keyboard Tray w/mouse and palm rest	1	\$ 123.75	\$ 123.75
	Executive 319 Guest Chairs	2	\$ 427.92	\$ 427.92
	Executive 319 Desk Chair on carpet casters	1	\$ 218.50	\$ 218.50
	42" Laminate Round Table	1	\$ 325.07	\$ 325.07
	Metal 3 High Bookcase	1	\$ 223.07	\$ 223.07
	Metal 3 High Lateral File	1	\$ 415.80	\$ 415.80
	ALT: Context Laminate & Metal 'U' Group w/Option of 78" Jetty-top			\$ 2,060.37
			<u>\$ 5,195.82</u>	<u>\$ 4,935.47</u>



**WHEELING  
FIRE DEPARTMENT  
STATION 24  
FINAL BID RESPONSE  
4/07/10**



AREA	PRODUCT DESCRIPTION	QTY	TOTAL	ALTERNATE OPTIONS
<b>DEPUTY CHIEF'S OFFICES</b>				
	Context Laminate & Metal 'U' Group w/78" Jetty Top	2	\$ 4,120.74	
	Overhead Cabinets, Tackboards and Tasklights	4	\$ 2,281.98	
	Keyboard Tray w/mouse and palm rest	2	\$ 247.50	
	Executive 319 Guest Chairs	4	\$ 855.84	
	Executive 319 Desk Chair on carpet casters	2	\$ 437.00	
	Metal 3 High Bookcase	2	\$ 446.14	
	Metal 3 High Lateral File	2	\$ 831.60	
			<u>\$ 9,220.80</u>	
<b>STATION LT OFFICE</b>				
	Context Laminate & Metal 'U' Group w/78" Jetty Top	1	\$ 1,658.01	
	Overhead Cabinets, Tackboards and Tasklights	2	\$ 1,101.77	
	Keyboard Tray w/mouse and palm rest	1	\$ 123.75	
	Executive 319 Guest Chairs	2	\$ 427.92	
	Executive 319 Desk Chair on carpet casters	1	\$ 218.50	
	Metal 3 High Bookcase	1	\$ 223.07	
	Metal 3 High Lateral File	1	\$ 415.80	
			<u>\$ 4,168.82</u>	
<b>TOTAL FURNITURE BID</b>			<u>\$ 51,741.46</u>	<u>\$ 51,694.88</u>
<b>INSTALLATION, FREIGHT AND TRASH REMOVAL</b>			* \$ 5,735.22	\$ 5,735.22
<b>GRAND TOTAL BID</b>			<u><u>\$ 57,476.68</u></u>	<u><u>\$ 57,430.10</u></u>

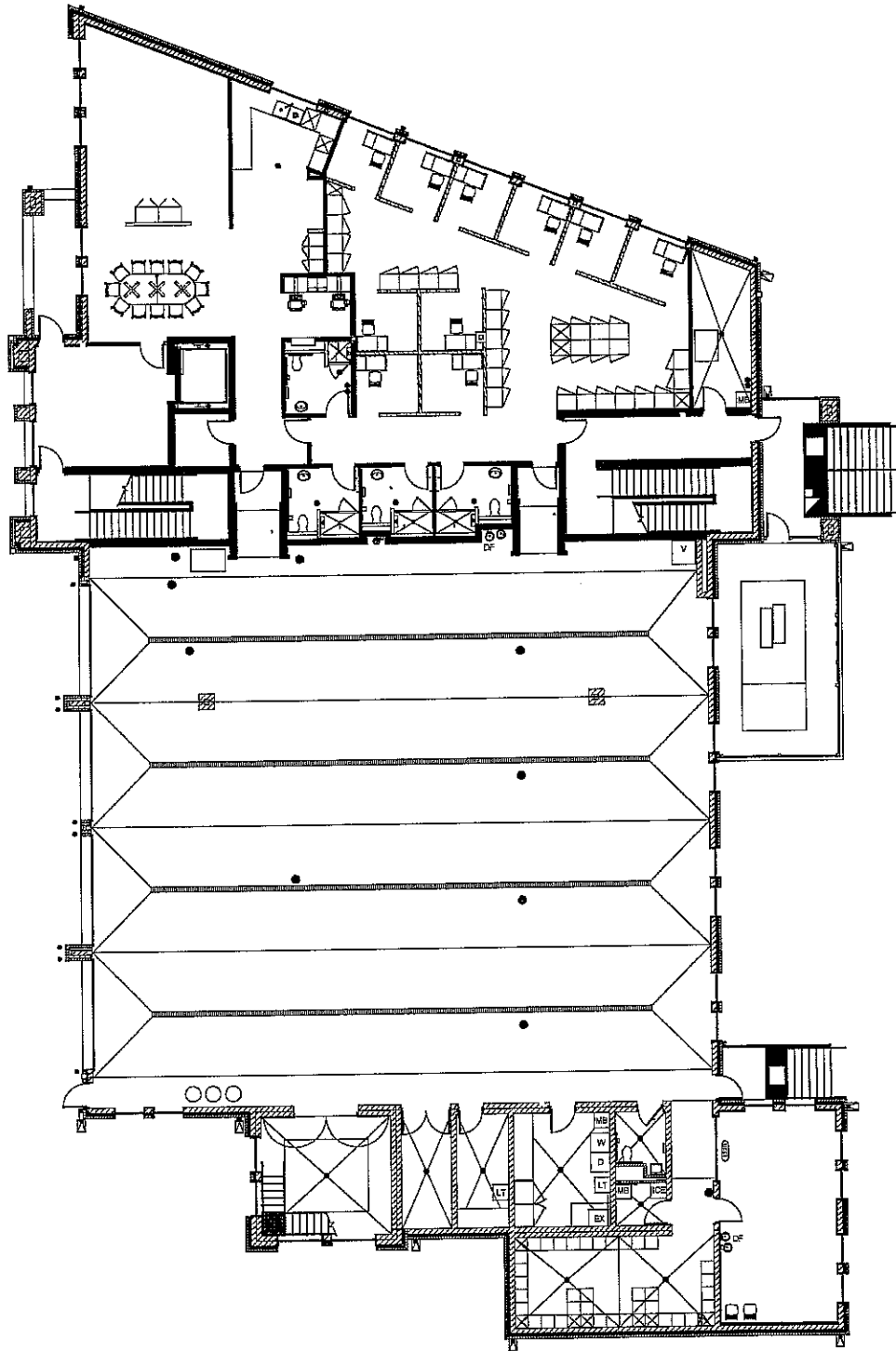
**OPTIONS**

Add Arms to Guest Chairs on casters  
Change to Modular Power on Akira tables

Add \$15.28 per Chair  
Add \$525.82 to current Total for tables

\* Offload and Installation are based on Union Labor Normal Working hours. Drop Ship to Site.

# 1ST FLOOR



PROJECT:



**Fire Station 24**  
499 South Milwaukee Avenue  
Wheeling, IL 60090

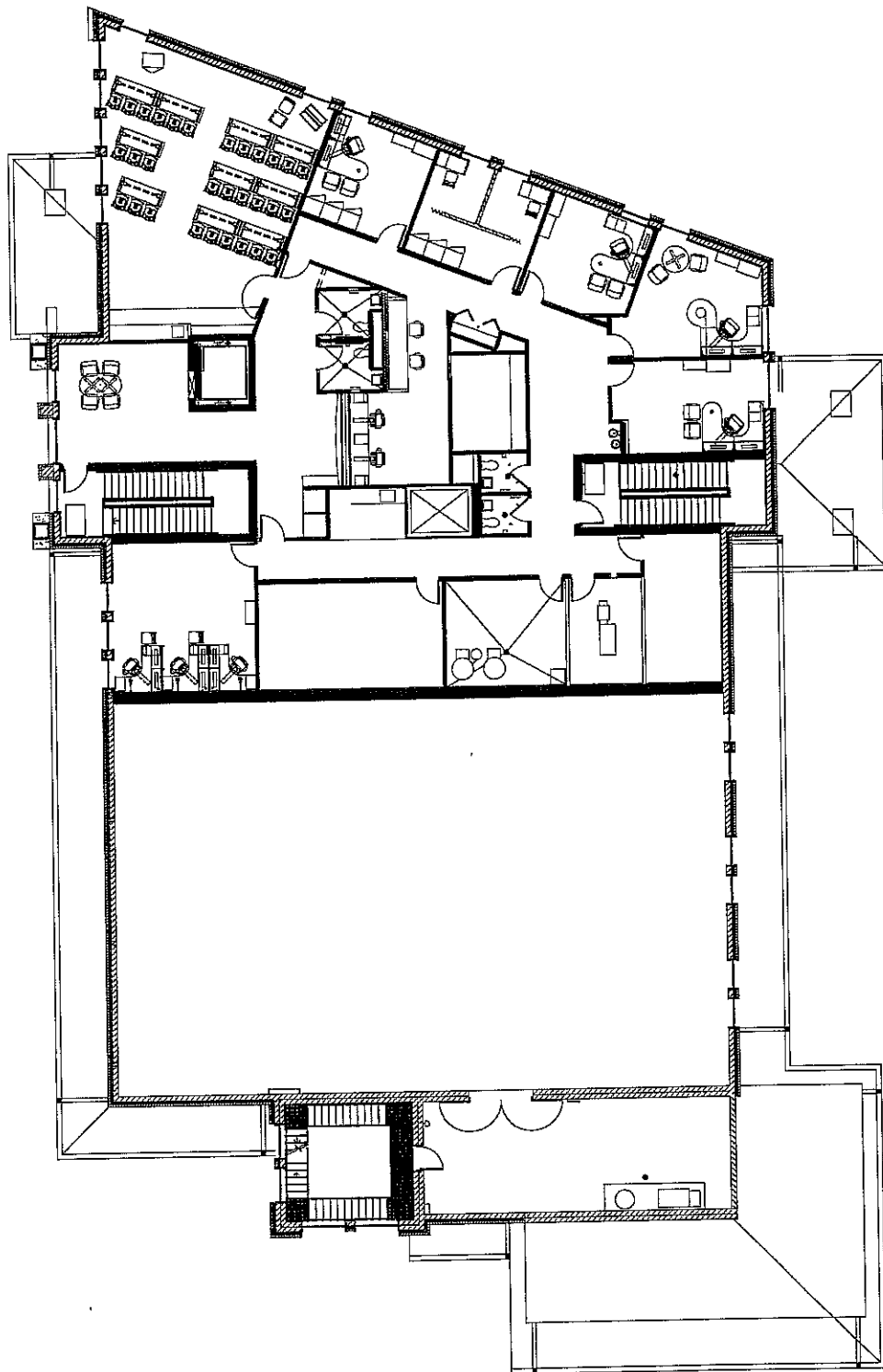
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CHECKED BY:	DATE:	SHEET: 1 of 1
PROJECT # 10000	DWG PATH:	



**Office Concepts**  
A STEELCASE EXEMPLARY AWARD WINNER

- ☐ 665 W. CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL - 312.942.1100 FAX - 312.942.9840
- ☒ 13820 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60045 TEL - 847.573.8890 FAX - 847.573.8881
- ☐ WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

# 2ND FLOOR



PROJECT:



**Fire Station 24**  
499 South Milwaukee Avenue  
Wheeling, IL 60090

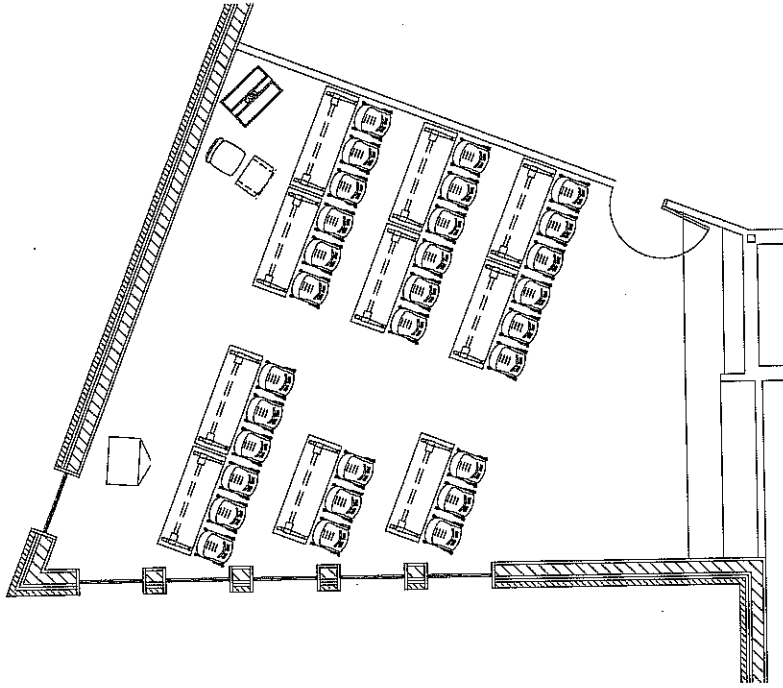
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CHECKED BY:		DATE:		SHEET:	1 of 1
PROJECT #	10000	DWG PATH:			



**Office Concepts**  
A STEELCASE EXEMPLARY AWARD WINNER

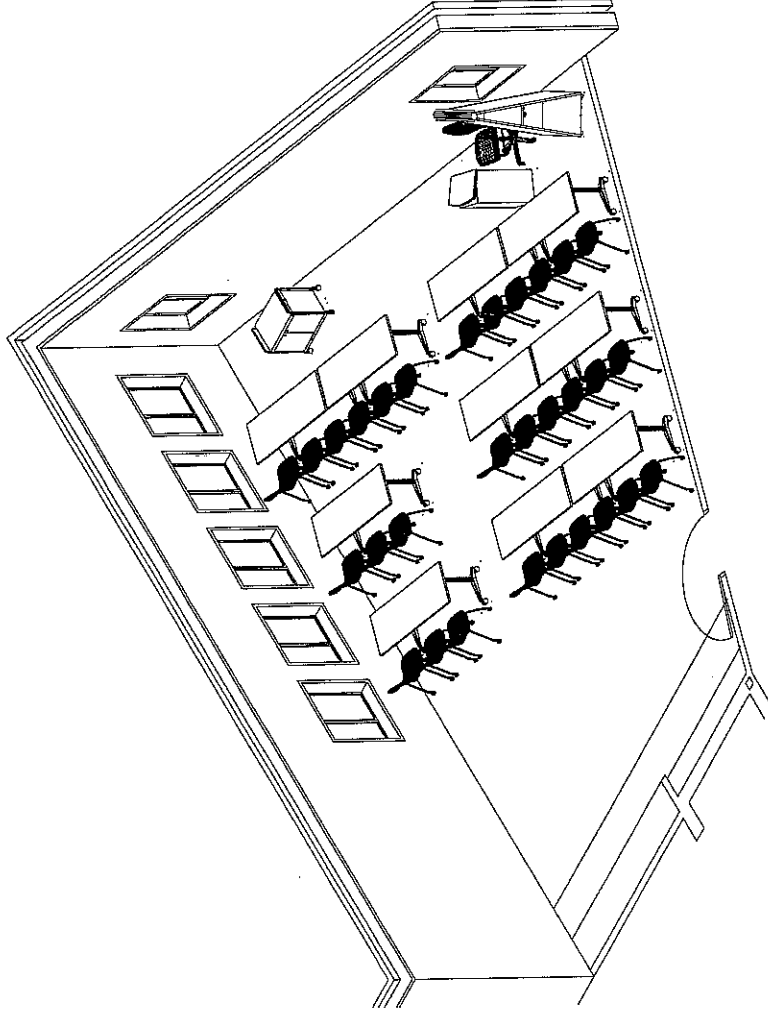
- 985 W. CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL - 312.942.1100 FAX - 312.942.9840
- 13820 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60045 TEL - 847.573.8890 FAX - 847.573.8891
- WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

# CONFERENCE/TRAINING COALESSE/STEELCASE FURNITURE BLEND



PLAN VIEW

SCALE: NOT TO SCALE



ISOMETRIC VIEW

SCALE: NOT TO SCALE

PROJECT: **WHEELING** FIRE DEPARTMENT  
VILLAGE OF WHEELING  
499 South Milwaukee Avenue  
Wheeling, IL 60090

**CONFERENCE/TRAINING**  
ROOM 202

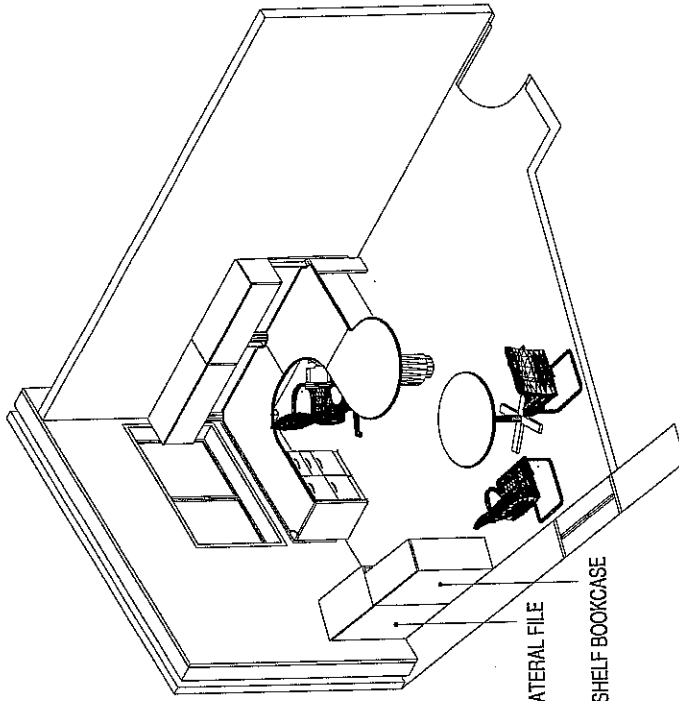
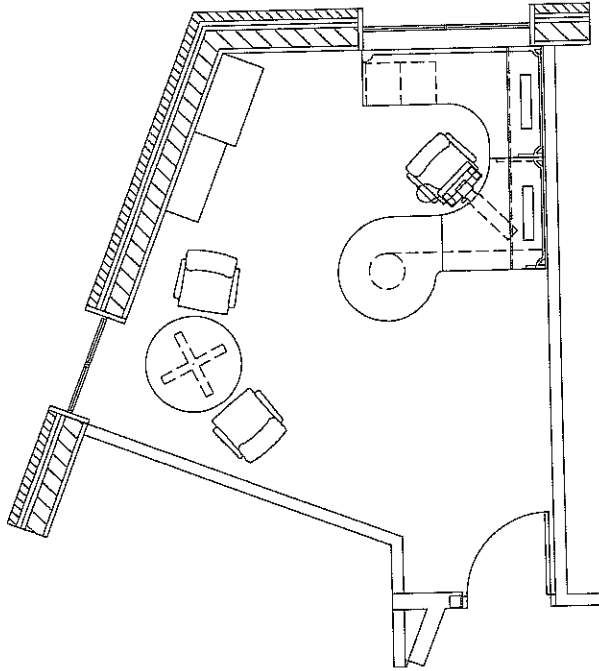
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BY	BCG	SHEET	1 of 1
PROJECT #	1000	DATE	

**Office Concepts**  
A STEELCASE EXEMPLAR AWARD WINNER

985 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL: 312.942.1100 FAX: 312.942.2840  
13020 BUSINESS CENTER DRIVE, LAKE FOREST, ILLINOIS 60046 TEL: 847.573.8800 FAX: 847.573.8861  
WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

# FIRE CHIEF

CONTEXT FURNITURE WITH UNIVERSAL STORAGE



3-DRAWER LATERAL FILE

3-SHELF BOOKCASE

PRIMER  
VILLAGE OF  
**WHEELING**  
FIRE DEPARTMENT  
Fire Station 24  
499 South Milwaukee Avenue  
Wheeling, IL 60090

**FIRE CHIEF**  
OFFICE 206

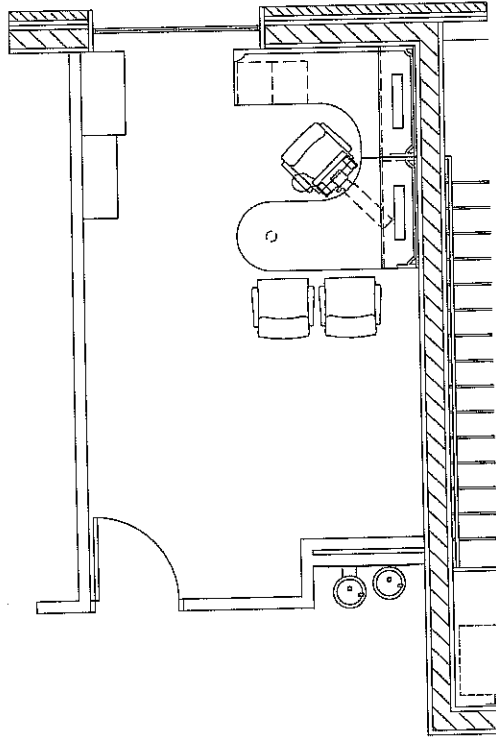
963 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL - 312.942.1100 FAX - 312.942.3940  
1320 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60045 TEL - 847.573.5800 FAX - 847.573.6931  
WEBSITE @ [www.officconcepts.com](http://www.officconcepts.com)

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DATE	DATE	DATE	DATE
RCG	02.28.10	NOT TO SCALE	1 of 4
CHECKED BY	DATE		
PROJECT #	10000		

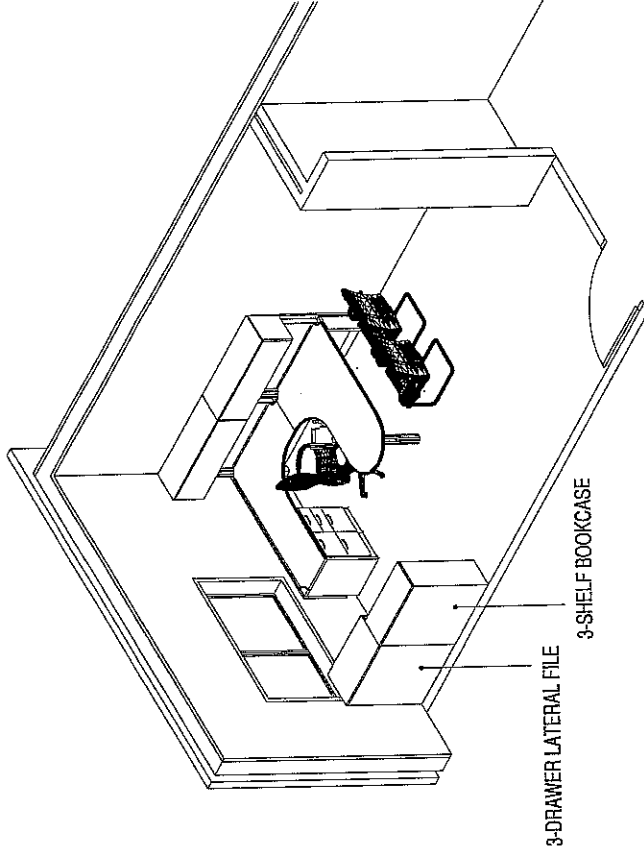
# DEPUTY CHIEF-1

CONTEXT FURNITURE WITH UNIVERSAL STORAGE



PLAN VIEW

SCALE: NOT TO SCALE



ISOMETRIC VIEW

SCALE: NOT TO SCALE

PROJECT: VILLAGE OF WHEELING FIRE DEPARTMENT

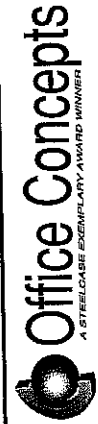
Fire Station 24  
499 South Milwaukee Avenue  
Wheeling, IL 60090

DEPUTY CHIEF 1

OFFICE 207

DESIGNED BY:	BCG	DATE:	02.26.10	SCALE:	NOT TO SCALE
CHECKED BY:		DATE:		SHEET:	2 of 4
PROJECT #	10000	END PAGE			

- ☐ 865 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL: 312.942.1100 FAX: 312.942.0940
- ☐ 1320 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60045 TEL: 847.573.6900 FAX: 847.573.6651
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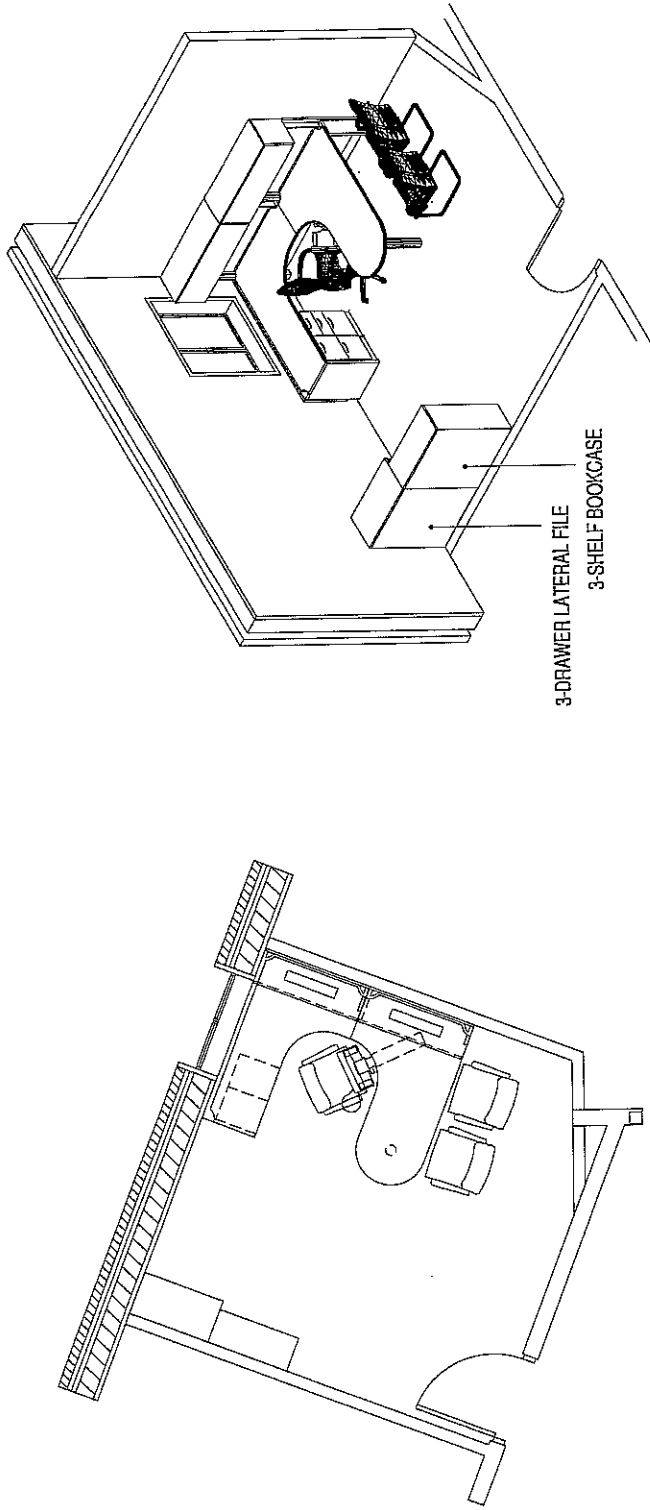
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# DEPUTY CHIEF-2

## CONTEXT FURNITURE WITH UNIVERSAL STORAGE



PLAN VIEW

SCALE: NOT TO SCALE

ISOMETRIC VIEW

SCALE: NOT TO SCALE

PROJECT:  VILLAGE OF WHEELING  
FIRE DEPARTMENT  
493 South Milwaukee Avenue  
Wheeling, IL 60090

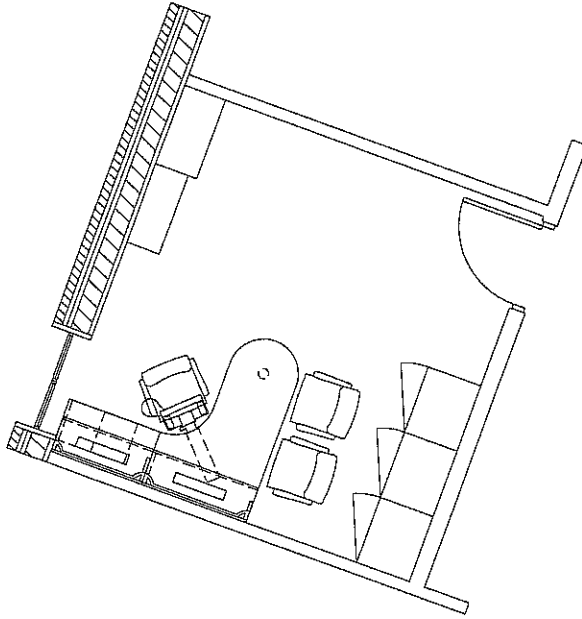
DEPUTY CHIEF 2  
OFFICE 205

DRAWN BY:	BCG	DATE:	02/28/10	SCALE:	NOT TO SCALE
CHECKED BY:		DATE:		SHEET:	3 of 4
PROJECT #	10000	DATE:			

 Office Concepts  
A STEELCASE EXEMPLARY AWARD WINNER

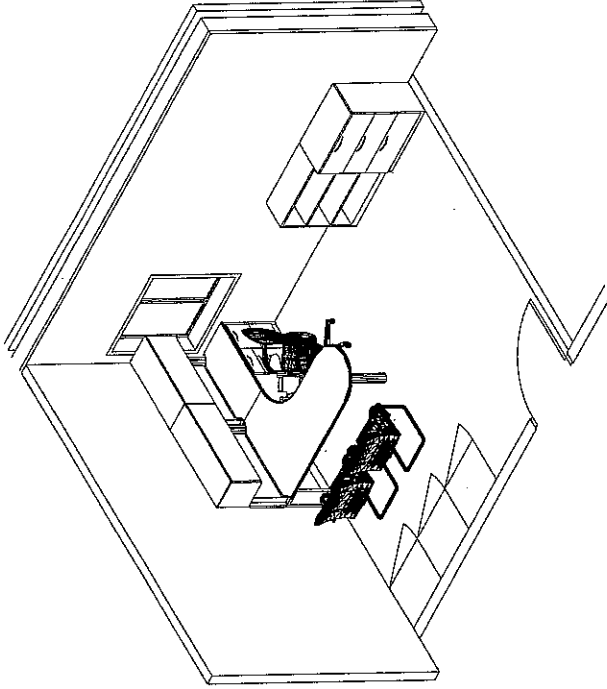
☐ 965 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL - 312.942.0840  
☐ 13300 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60045 TEL - 847.573.8800 FAX - 847.573.8891  
☐ WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

# STATION LIEUTENANT CONTEXT FURNITURE WITH UNIVERSAL STORAGE



PLAN VIEW

SCALE: NOT TO SCALE



ISOMETRIC VIEW

SCALE: NOT TO SCALE

PROJECT: **VILLAGE OF WHEELING**  
FIRE DEPARTMENT  
499 South Milwaukee Avenue  
Wheeling, IL 60090

**STATION LIEUTENANT**  
OFFICE 203

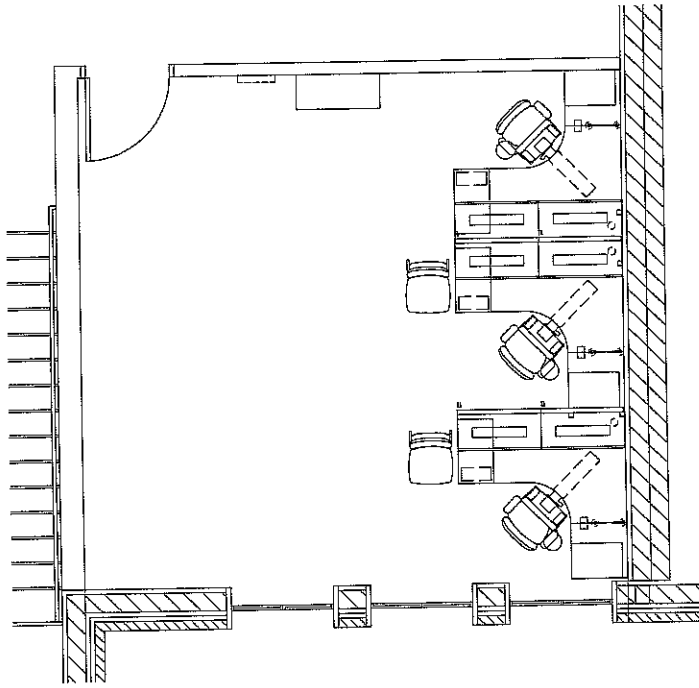
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CHECKED BY:	DATE:	SHEET: 4 of 4
PROJECT # 10000	DATE PAID:	

885 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL - 312.942.1100 FAX - 312.942.0940  
1350 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60046 TEL - 847.573.8890 FAX - 847.573.6851  
WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

**Office Concepts**  
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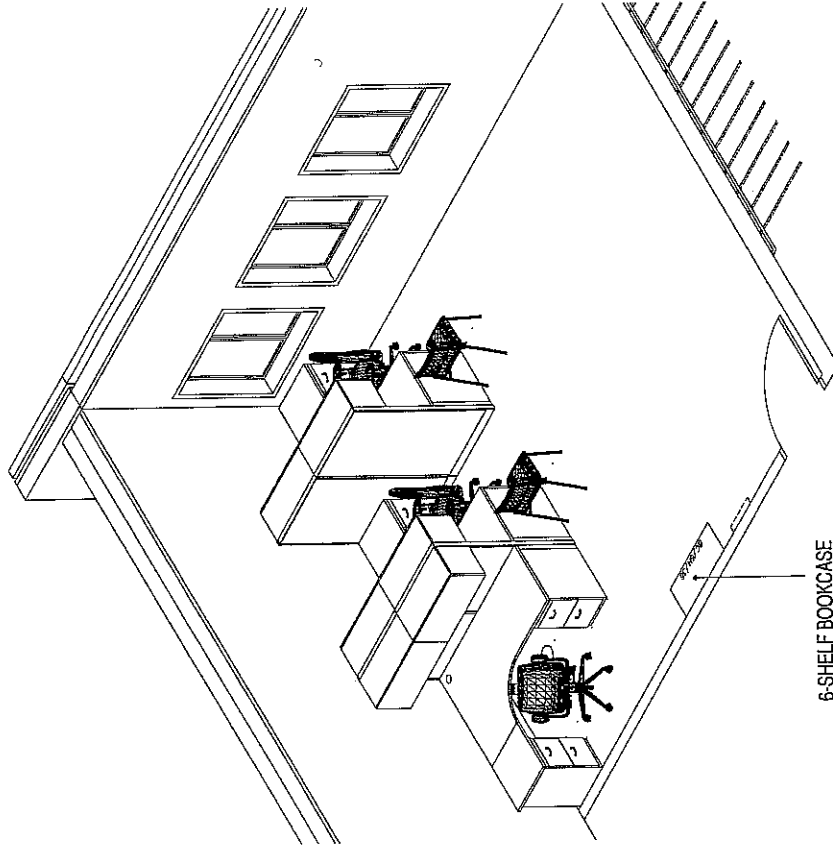
# BATALION CHIEF

KICK FURNITURE, UNIVERSAL BOOKCASE



PLAN VIEW

SCALE: NOT TO SCALE



ISOMETRIC VIEW

SCALE: NOT TO SCALE

PROJECT: **VILLAGE OF WHEELING**  
Fire Station 24  
489 South Milwaukee Avenue  
Wheeling, IL 80060

**BATALION CHIEF**  
ROOM 223

DATE:	02.28.10	SCALE:	NOT TO SCALE
DESIGNED BY:	BCG	DATE:	
PROJECT:	10000	REVISION:	1 of 1

955 WEST CHICAGO AVE. CHICAGO, ILLINOIS 60622 TEL: 312.942.1100 FAX: 312.942.0840  
13820 BUSINESS CENTER DRIVE LAKE FOREST, ILLINOIS 60046 TEL: 647.573.8800 FAX: 647.573.8801  
WEBSITE @ [www.officeconcepts.com](http://www.officeconcepts.com)

**Office Concepts**  
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## Sustainability

# Cradle to Cradle certified products

Together with McDonough Braungart Design Chemistry (MBDC), one of the world's leading sustainable design firms, we're assessing all of the chemicals and materials used in our products down to 100 parts per million - evaluating them against 19 human and environmental health criteria. As a result, we're forming a cradle to cradle strategy for all of our products.

In its simplest form, cradle to cradle design looks to rid industry of what has become known as "cradle-to-grave" products, or products that are simply dumped in landfills at the end of their useful life. Cradle to cradle design builds on the concept that when a product is at the end of its useful life, it can be reused or recycled to become a resource for a new product.

Employing an innovative approach to sustainability, cradle to cradle certification focuses on Safe Materials, Materials Reutilization, Water Conservation and Quality, Energy, and Social Responsibility. Through this comprehensive and stringent work, we take accountability for our products all the way down through the supply chain and work to reduce the environmental impact of our products.

### Steelcase

- Amia - Gold and Silver
- Answer – Silver – *first ever C2C certified powered workstation*
- c:scape - Silver
- EE6 - Silver
- Garland - Silver
- Leap - Silver
- Montage - Silver
- Move - Gold and Silver
- Privacy Wall – Silver – *first ever C2C certified moveable wall*
- Premium Whiteboards - Silver
- Post & Beam - Silver
- Siento - Silver
- Think - Gold and Silver – *first ever C2C certified product*
- Universal Storage – Silver
- 200 Series Storage
- 800 Series Storage
- 900 Series Storage
- Series 9000 Storage
- Avenir Storage
- Context Storage
- Montage Storage
- Answer Storage
- Walden – Silver

### Steelcase Surface Materials

- Cogent: Connect – Gold

- Cogent: Geode – Gold
- Cogent: Tides – Gold
- Cogent: Traxx – Gold
- Cogent: Wink – Gold
- Cogent: Trails - Gold

### Turnstone

- Groupwork Tables - Silver
- Scoop Stool - Silver
- Tour Workspace - Silver

### DesignTex

- Climatex Lifecycle (7 styles) – Gold – *the industry's first compostable contract fabric*
- Eco-Intelligent Polyester (4 styles) - Gold
- Alchemy Trevira (6 styles) - Gold
- Charley Harper Collection (3 styles) - Silver
- Regeneration 100% Post-Consumer Recycled Polyester (5 styles) - Silver
- Other Certified Recycled Polyesters (16 styles) - Silver

### PolyVision

- e3 Ceramicsteel Surface - Silver
- e3 Ceramicsteel Surface (Europe) – Silver – *first international C2C certified product*
- eno Interactive Whiteboards – Silver – *first certified electronic product*
- eno click - Silver
- eno mini - Silver

## Steelcase Warranty

### Steelcase Lifetime Warranty

**This warranty applies to products delivered in the United States, Canada, Mexico, Latin America and the Caribbean.**

Steelcase Inc. ("Steelcase") warrants that Steelcase®, Turnstone® and Nurture® brand commercial products are free from defects in materials or workmanship. Steelcase will repair or replace with comparable product, at its option and free of charge, any product, part, or component manufactured after January 18, 2009 that fails under normal use as a result of such defect. This warranty applies from the date of manufacture, regardless of shift usage and is valid only for the original purchaser.

#### Exceptions

##### 10 years

Seating mechanisms, pneumatic cylinders, electrical components, laminates, wood veneer, Post and Beam Standard In-fills.

##### 5 years

Stacking chairs (Max-Stacker®, Max-Stacker® II and Parade®), wood-frame chairs, user-adjustable work surface mechanisms, architectural doors, office systems doors, their frames and mechanisms, electronic ballasts, Classica and Inspira Collection textiles, foam and other covering materials, Nurture recliner and sleeper mechanisms, overbed tables, InfoLink®, ShareLink®, Premium and Contractor Series Tackboards, Freeflow® components, Echo™ projection screens, Pin-Mag® tackboards, Qt PRO® Sound Masking-emitter speakers.

##### 3 years

Magnetic ballasts, vinyl wrapped surfaces and acrylic, media:escape™ switching components and control modules.

##### 2 years

RoomWizard® and CopyCam® Interactive Technology Products.

##### 1 year

Answer® markerboard surfaces and replacement parts (or the balance of the original warranty period, whichever is longer), Huddleboard® products, SoundScapes® Acoustical Canopies and Shapes, Qt PRO® Sound Masking-control modules and cables, media:escape™ cables and personal user control key (PUCK).

#### Exclusions

This warranty does not apply to product failure resulting from:

- Normal wear and tear
- Failure to apply, install, or maintain products according to published Steelcase instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution; such substitute components include but are not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins, and other integral components

The following products and materials are not covered by this warranty:

- Products considered consumables (e.g., lamps) Customer's Own (COM) or non-standard textiles and materials, Huddleboard Ledge Grabbers, Markerboard Grips, and Flip Chart Page
- Variations occurring in surface materials (e.g., colorfastness or matching grains, textures and colors across dissimilar substrates and lots)
- Other manufacturers' products (Steelcase will pass through other manufacturer's warranties where applicable and to the extent possible)

**THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PRODUCT DEFECT.**

Trademarks contained herein are the property of Steelcase Inc., or of their respective owners.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #13.C**  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING: April 19, 2010**

**TITLE OF ITEM SUBMITTED: RESOLUTION AUTHORIZING AND  
DIRECTING THE VILLAGE PRESIDENT TO ENTER INTO A  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH  
APPLIED TECHNOLOGIES, INC. FOR THE DESIGN OF WATER  
MAIN REPLACEMENT IN CONJUNCTION WITH IDOT'S DUNDEE  
ROAD BRIDGE REPLACEMENT OVER WHEELING DRAINAGE  
DITCH (BUFFALO CREEK)**

**SUBMITTED BY: Anthony J. Stavros, Director of Public Works** 

**BASIC DESCRIPTION OF ITEM<sup>1</sup>: Professional Engineering Services Agreement  
for design of Water Main Replacement in conjunction with IDOT's Dundee  
Road Bridge Replacement over Wheeling Drainage Ditch (Buffalo Creek)**

**BUDGET<sup>2</sup>: \$30,500 from Town Center TIF District, Acct. No. 3000-5206 for  
Consulting Services**

**BIDDING<sup>3</sup>: N/A for Professional Services**

**EXHIBIT(S) ATTACHED: Memo, Letter of Intent, Resolution, Proposal, Site Map**

**RECOMMENDATION: Approval**

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER** 

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered.

AGENDA:LEGISCOVER.MEM



## MEMORANDUM

**TO:** Jon A. Sfondilis, Village Manager

**C:** Anthony J. Stavros, Director of Public Works

**FROM:** Timothy W. Merrihew, Capital Projects & Design Manager *TWM*

**DATE:** April 14, 2010

**SUBJECT:** **PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF WATER MAIN REPLACEMENT IN CONJUNCTION WITH IDOT'S DUNDEE ROAD BRIDGE REPLACEMENT OVER WHEELING DRAINAGE DITCH (BUFFALO CREEK)**

### EXECUTIVE SUMMARY

Seeking Board approval to enter into a professional engineering services agreement for the design of water main replacement in conjunction with IDOT's Dundee Road Bridge replacement over the Wheeling Drainage Ditch (Buffalo Creek)

The Illinois Department of Transportation (IDOT) had previously sent a letter dated March 5, 2008 to the Village indicating that Phase I (preliminary engineering and environmental studies) for the improvement of Dundee Road Bridge replacement over the Wheeling Drainage Ditch had been initiated. At that time, IDOT said that the project was included in their Fiscal Year 2008-2013 project list. In the letter, IDOT requested the Village's input regarding the proposed bridge replacement improvements. The Village submitted the following requests in its letter to IDOT dated April 22, 2008:

- 5-12' wide lanes (1 middle lane and 4 through lanes)
- 10' wide bike lane on the north side of Dundee Road
- 8' wide sidewalk on the south side of Dundee Road
- New Street Lights.

Subsequently, IDOT sent a letter to the Village dated November 2, 2009 indicating the project was included in their Fiscal Year 2010-2015 Proposed Highway Improvement Program. As part of that letter IDOT requested the Village to execute a Letter of Intent. The Letter of Intent describes the division of responsibilities between IDOT and the Village. The Village's division of responsibility is

as follows: 1) 100% of utility (water main) relocation cost, 2) 100% of new street lights construction cost & maintenance responsibility, and 3) 50% of construction cost for 10' wide bike path on the north side of Dundee Road and maintenance responsibility. The Village Board approved the Letter of Intent on December 21, 2009. The executed Letter of Intent is attached for your information.

The existing 8" water main located on the north side of Dundee Road would be in conflict with the wing wall of the new bridge. To eliminate this conflict with new bridge, the existing water main must be relocated. Additionally, it is staff's recommendation to remove and replace the existing 8" water main with new 12" water main along the entire IDOT project limits because the existing 8" water main is 1) about 50 years old, 2) cast iron, 3) located under Dundee Road pavement, and 4) the existing 8" water main is in poor condition and has experienced multiple breaks.

Easement acquisition maybe required as a result of these proposed water main improvements. Easement acquisition is included as part of ATI's proposal due to the proposed water main replacement and realignment necessary to clear the new bridge wing wall on the north by a minimum of 10'.

IDOT contracted the bridge plans & specifications preparation to Applied Technologies Inc. (ATI). ATI is required to submit bridge plans and specifications to IDOT by June 2010. At this time, IDOT's letting date for this bridge replacement project is September 17, 2010. To accommodate IDOT's fast track schedule and to include the water main replacement design with the bridge replacement plans and specifications, it is recommended that the engineering design services for the water main replacement be awarded to ATI as presented in their proposal.



Project and Environmental Studies  
Illinois Route 68 (Dundee Road) over Wheeling Drainage Ditch  
Cook County

Concur with Lighting Costs for Option 1 (full and transitional lighting extending from the western project limit to the Wolf Road intersection):

- ☐ Yes  
☒ No

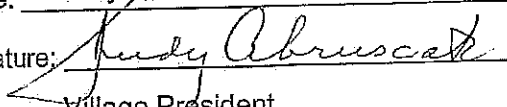
Concur with Lighting Costs for Option 2 (lighting from western project limit to 750 feet west of the intersection with Wolf Road):

- ☒ Yes  
☐ No

Concur with Side Path costs and responsibilities:

- ☒ Yes  
☐ No

Name: Judy Abruscato

Signature: 

Title: Village President

Date: 12/21/09

Comments:

The Village of Wheeling requests that the existing water main relocation be included in the IDOT project.

The Village of Wheeling understands that the Village will be receive an invoice from IDOT when IDOT awards the contract for the Village's share of the project cost including the full cost of water main relocation.

Note: For information on "Decorative parapet/railing" see attached letter dated January 5, 2010.

**RESOLUTION NO. -10 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH APPLIED TECHNOLOGIES, INC. FOR THE DESIGN OF WATER MAIN REPLACEMENT IN CONJUNCTION WITH IDOT'S DUNDEE ROAD BRIDGE REPLACEMENT OVER WHEELING DRAINAGE DITCH (BUFFALO CREEK)**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule community, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the Illinois Department of Transportation (IDOT) has programmed the replacement of the Dundee Road Bridge over Buffalo Creek in their FY 2010-2015 Proposed Highway Improvement Program (HIP) and contracted Phase II engineering design services to Applied Technologies Inc. (ATI); and

**WHEREAS**, ATI is required to submit bridge plans and specifications to IDOT by June 2010 because IDOT plans to bid the project on September 17, 2010; and

**WHEREAS**, the existing 8" water main located on the north side of Dundee Road will be in conflict with the wing wall of the new bridge because the bridge is being widened from its current 65 ft to 85 ft; and

**WHEREAS**, the existing 8" water main is 1) about 50 years old, 2) cast iron, 3) located under asphalt pavement and 4) this 8" water main is in poor condition and has experienced multiple water main breaks ; and

**WHEREAS**, ATI proposes to complete water main design services and, if required, any water main easement acquisition services by June 2010 in conjunction with IDOT submittal; and

**WHEREAS**, staff determined that it is in the best interest of the Village to execute this agreement as presented for the professional engineering services with ATI; and

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS** that a professional engineering services agreement with Applied Technologies Inc. for the design of water main replacement in conjunction with IDOT's Dundee Road Bridge replacement over Wheeling Drainage Ditch (Buffalo Creek) is awarded in accordance with their proposal dated March 24, 2010 hereto attached.

**BE IT FURTHER RESOLVED** that the Village President is hereby authorized and directed to execute a professional engineering services agreement with Applied Technologies Inc. for the design of water main replacement in conjunction with IDOT's Dundee Road Bridge replacement over Wheeling Drainage Ditch (Buffalo Creek).

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. **10** - \_\_\_\_\_ be adopted.

Trustee Argiris \_\_\_\_\_ Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Heer \_\_\_\_\_ Trustee Vogel \_\_\_\_\_

President Abruscato \_\_\_\_\_

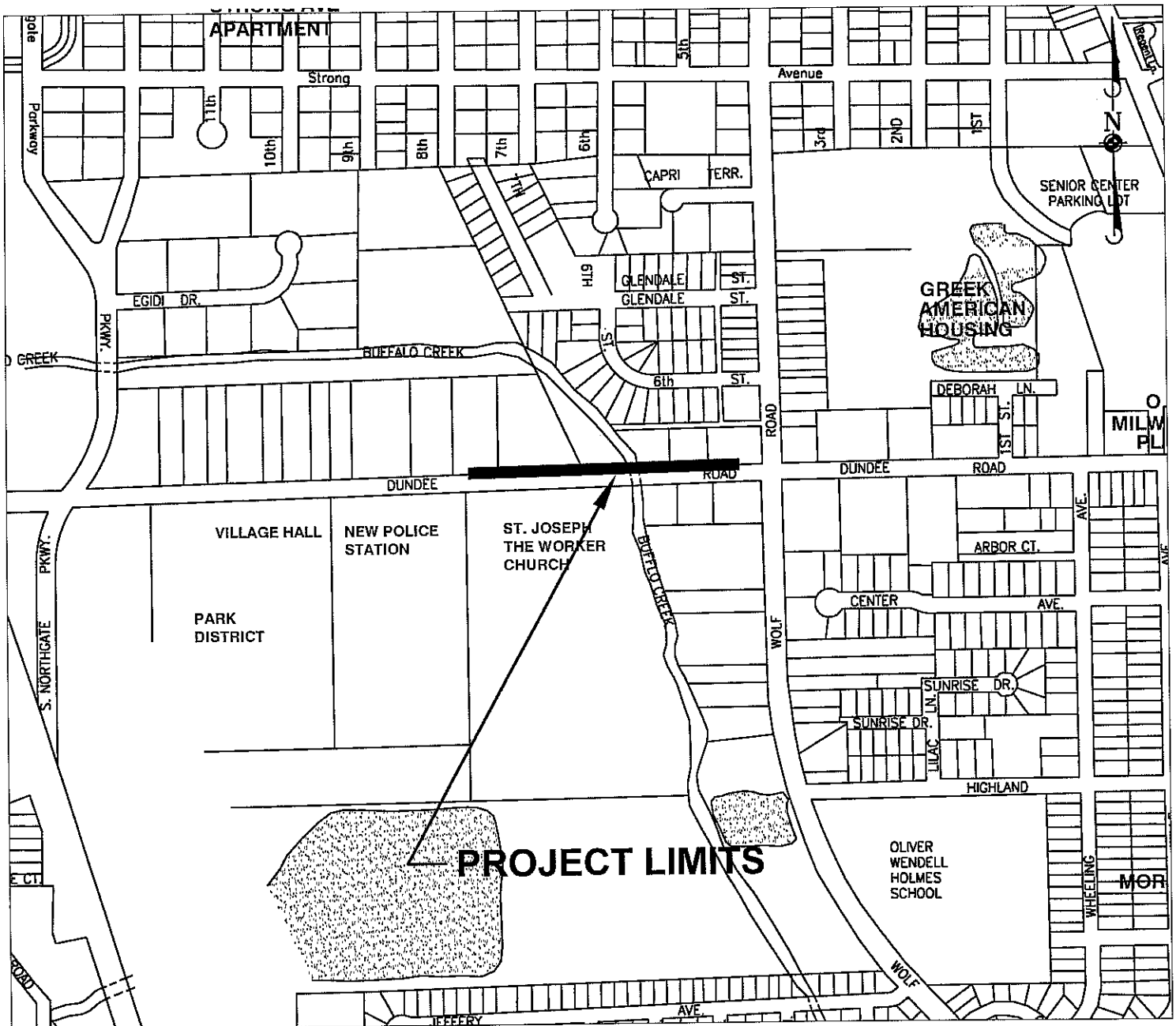
**Adopted** this \_\_\_\_\_ day of April, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

\_\_\_\_\_  
Judy Abruscato  
Village President

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

# LOCATION MAP



**DUNDEE ROAD WATER MAIN REPLACEMENT IN CONJUNCTION  
WITH IDOT'S DUNDEE ROAD BRIDGE REPLACEMENT  
OVER WHEELING DRAINAGE DITCH (BUFFALO CREEK)**

March 24, 2010

Mr. Timothy W. Merrihew, P.E.  
Capital Projects and Design Manager  
Village of Wheeling  
77 W. Hintz Road  
Wheeling, IL 60090

Subject: Revised Engineering Proposal for water main for the Illinois 68  
(Dundee Road) over Wheeling Drainage Ditch Bridge project

Dear Tim:

Applied Technologies appreciates the opportunity to provide engineering services for the aforementioned projects as a supplement to our IDOT bridge replacement project for Illinois 68 (Dundee Road) over the Wheeling Drainage Ditch. At our initial meeting with the Village on February 23, 2010, we were informed that the Village would like a new 12-inch water main for the 943 foot length of our IDOT project limits and to abandon the existing 8-inch water main within those same limits. Alignment of the new water main will be under the center of the new bike path and is to maintain a 10-foot distance between the wingwalls and the new water main at the new bridge. This revised proposal includes Land Acquisition Appraisals and Negotiations from Santacruz Associates and a Plat of Easement and a Plat of Temporary Easement from Terra Engineering LTD.

## **SCOPE OF WORK**

### **Water Main**

- Prepare a preliminary plan set and specifications for construction of the Dundee Road 12-inch water main project.
- Provide copies of the preliminary project plan set and specifications to the Village.
- Meet with the Village to review the preliminary project plans and specifications.
- Incorporate review comments obtained from the Village and prepare a final project plan set and specifications for inclusion with IDOT construction plans.
- ATI will prepare the water main permit application with the use of the Village of Wheeling's water system information for the Village signature.
- Prepare an opinion of probable construction cost.



Mr. Timothy W. Merrihew, P.E.  
March 24, 2010  
Page 2

- Coordinate with IDOT bids, precon, etc.
- Provide Land Acquisition Appraisals and Negotiations (Santacruz Associates).
- Prepare Plat of Easement and Temporary Plat of Easement.( Terra Engineering LTD).

We will provide these services on a time and expense basis not to exceed \$30,500. Our work will be completed by June 2010 in conjunction with our IDOT bridge project.

Thank you for your consideration; please call with any questions or comments. If this proposal meets your approval, please sign and return a copy.

Sincerely,  
Applied Technologies, Inc.

Robert C. Janke, P.E., S.E.

Enclosure

**Village of Wheeling**  
***Water main for the Illinois 68 over Wheeling Drainage Ditch project***

Accepted by:

Owner:		<u>Village of Wheeling</u>
By	(Signed):	<u></u>
By	(Print	<u>Judy Abruscato</u>
Title	:	<u>Village President</u>
Date:		<u></u>



## GENERAL PROVISIONS

### 1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

### 2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

### 3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions; redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

### 4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

### 5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

### 6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

### 7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

### 8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

### 9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

### 10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

### 11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

### 12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

### 13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

### 14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

### 15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

**2010 STANDARD RATE SCHEDULE  
APPLIED TECHNOLOGIES, INC.  
Effective January 1, 2010  
PROFESSIONAL AND TECHNICAL STAFF**

<b><u>Salary Grade</u></b>	<b><u>Project Role</u></b>	<b><u>2010 Rate</u></b>
0	Clerical	\$49 - \$56
	Administrative/Computer Services	\$68 - \$85
T-1	Technician	\$60 - \$67
T-2	Technician	\$68 - \$72
T-3	Technician	\$73 - \$77
T-4	Senior Technician	\$78 - \$91
T-5	Senior Technician	\$92 - \$100
D-1	Designer	\$72 - \$79
D-2	Designer	\$80 - \$87
D-3	Designer	\$88 - \$93
D-4	Senior Designer	\$94 - \$99
D-5	Senior Designer	\$100 - \$110
A-1	Architect	\$72 - \$75
A-2	Architect	\$76 - \$85
A-3	Architect	\$86 - \$93
A-4	Senior Architect	\$94 - \$101
A-5	Senior Architect	\$102 - \$110
E-1	Project Engineer	\$76 - \$81
E-2	Project Engineer	\$82 - \$85
E-3	Project Engineer	\$86 - \$93
E-4	Project Manager/Senior Project Engineer	\$94 - \$101
E-5	Project Manager/Senior Project Engineer	\$102 - \$115
E-6	Senior Project Manager	\$116 - \$125
E-7	Senior Project Manager	\$126 - \$136
E-8/9	Principal	\$137 - \$140

**OTHER TERMS AND CONDITIONS**

1. Automobile mileage will be invoiced at \$0.65/mile. Other travel and subsistence will be invoiced at cost plus ten percent.
2. All other direct expenses including, but not limited to subcontracted services, purchased services, materials, special equipment, etc., will be invoiced at actual cost plus ten percent to cover handling and administrative costs.
3. In-house expenses, such as photocopying, blueprints, long distance telephone, facsimile transmission, and postage will be invoiced at normal commercial charges.
4. This standard rate schedule is adjusted annually on January 1st of each year.



March 24, 2010

Mr. Timothy W. Merrihew, P.E.  
Capital Projects and Design Manager  
Village of Wheeling  
77 W. Hintz Road  
Wheeling, IL 60090

Subject: Revised Engineering Proposal for water main for the Illinois 68  
(Dundee Road) over Wheeling Drainage Ditch Bridge project

Dear Tim:

Applied Technologies appreciates the opportunity to provide engineering services for the aforementioned projects as a supplement to our IDOT bridge replacement project for Illinois 68 (Dundee Road) over the Wheeling Drainage Ditch. At our initial meeting with the Village on February 23, 2010, we were informed that the Village would like a new 12-inch water main for the 943 foot length of our IDOT project limits and to abandon the existing 8-inch water main within those same limits. Alignment of the new water main will be under the center of the new bike path and is to maintain a 10-foot distance between the wingwalls and the new water main at the new bridge. This revised proposal includes Land Acquisition Appraisals and Negotiations from Santacruz Associates and a Plat of Easement and a Plat of Temporary Easement from Terra Engineering LTD.

## **SCOPE OF WORK**

### **Water Main**

- Prepare a preliminary plan set and specifications for construction of the Dundee Road 12-inch water main project.
- Provide copies of the preliminary project plan set and specifications to the Village.
- Meet with the Village to review the preliminary project plans and specifications.
- Incorporate review comments obtained from the Village and prepare a final project plan set and specifications for inclusion with IDOT construction plans.
- ATI will prepare the water main permit application with the use of the Village of Wheeling's water system information for the Village signature.
- Prepare an opinion of probable construction cost.



Mr. Timothy W. Merrihew, P.E.

March 24, 2010

Page 2

- Coordinate with IDOT bids, precon, etc.
- Provide Land Acquisition Appraisals and Negotiations (Santacruz Associates).
- Prepare Plat of Easement and Temporary Plat of Easement.( Terra Engineering LTD).

We will provide these services on a time and expense basis not to exceed \$30,500. Our work will be completed by June 2010 in conjunction with our IDOT bridge project.

Thank you for your consideration; please call with any questions or comments. If this proposal meets your approval, please sign and return a copy.

Sincerely,  
Applied Technologies, Inc.

Robert C. Janke, P.E., S.E.

Enclosure

**Village of Wheeling**

***Water main for the Illinois 68 over Wheeling Drainage Ditch project***

Accepted by:

Owner:		Village of Wheeling
By	(Signed):	
By	(Print	Judy Abruscato
Title	:	Village President
Date:		



## GENERAL PROVISIONS

### 1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

### 2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

### 3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions; redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

### 4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

### 5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

### 6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

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**2010 STANDARD RATE SCHEDULE  
APPLIED TECHNOLOGIES, INC.  
Effective January 1, 2010**

**PROFESSIONAL AND TECHNICAL STAFF**

<b><u>Salary Grade</u></b>	<b><u>Project Role</u></b>	<b><u>2010 Rate</u></b>
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E-8/9	Principal	\$137 - \$140

**OTHER TERMS AND CONDITIONS**

1. Automobile mileage will be invoiced at \$0.65/mile. Other travel and subsistence will be invoiced at cost plus ten percent.
2. All other direct expenses including, but not limited to subcontracted services, purchased services, materials, special equipment, etc., will be invoiced at actual cost plus ten percent to cover handling and administrative costs.
3. In-house expenses, such as photocopying, blueprints, long distance telephone, facsimile transmission, and postage will be invoiced at normal commercial charges.
4. This standard rate schedule is adjusted annually on January 1st of each year.

VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.D-1&2  
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, April 19, 2010

TITLE OF ITEM SUBMITTED:

An Ordinance Granting Variations from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District relating to minimum rear yard setback, minimum side yard setback and minimum parking setback for a new retail video store to be located on the vacant property known as 995 South Elmhurst Road (Docket No. 2010-8)

SUBMITTED BY:

Mark Janick   
Director of Community Development

BASIC DESCRIPTION OF ITEM<sup>1</sup>:

The petitioner is requesting variations relating to the minimum rear yard setback, minimum side yard setback and minimum parking setback in order to construct a new retail video store on a vacant lot at the northwest corner of Elmhurst Road and Hintz Road, specifically at 995 South Elmhurst Road.

BUDGET<sup>2</sup>:  
BIDDING<sup>3</sup>:

N/A  
N/A

EXHIBIT(S) ATTACHED:

Staff Report  
Engineering Division Memo, dated 3.31.2010  
Fire Department Memo, dated 4.7.2010  
Findings of Fact and Recommendation  
Ordinance  
Photo of existing conditions  
Description of Proposal, received 3.11.2010  
Description of Family Video from website, received 3.11.2010  
Sheet SP, Site Plan, received 3.25.2010  
Sheet C1, Title Sheet for Preliminary Engineer Plans, received 3.25.2010  
Sheet GRUT, Grading and Utility Plan, received 3.25.2010  
Sheet L-1, Landscape Design, received 3.25.2010  
Sheet A201, Building Elevations, received 4.7.2010  
Sheet S104, Enclosure Elevations and Tower Details, received 4.12.2010  
Site Photometric Plan, received 3.25.2010  
Light fixture specifications (Spaulding Lighting, MSV Series), 3 pages, received 3.25.2010

RECOMMENDATION:

To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Granting Variations from Title 19, Zoning  
of the Wheeling Municipal Code  
to facilitate the Construction a Retail Video Store  
995 S. Elmhurst Road (vacant property)**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 8, 2010, to consider a request for variations from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District relating to minimum rear yard setback, minimum side yard setback and minimum parking setback to facilitate the construction of a new retail video store to be located on vacant property known as 995 South Elmhurst Road, hereinafter legally described below; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 6 ayes, 0 nay, 0 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request,

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.

- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

### **Section B**

Variations are hereby granted from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District, Subsection E,

- Reducing the minimum rear yard setback from 25.0' to 23.0' (east)
- Reducing the minimum side yard setback from 24.0' (building height) to 19.0' (north)
- Reducing the parking setback from 10.0' to 5.0' (west side)

as shown on the Preliminary Site Plan prepared by SpaceCo, Inc. received March 25, 2010, for a new retail video store to be located on the property legally described below:

#### **LEGAL DESCRIPTION:**

LOT ONE IN AMOCO C-3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1992 AS DOCUMENT NUMBER 92245278, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 995 South Elmhurst Road, Wheeling, Illinois, zoned B-3, General Commercial and Office.)

### **Section C**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,

that Ordinance No. \_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

President Abruscato \_\_\_\_\_ Trustee Heer \_\_\_\_\_

Trustee Argiris \_\_\_\_\_ Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

Ordinance No. \_\_\_\_\_ PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

---

Judy Abruscato  
Village President

ATTEST:

---

Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM ONLY:

---

Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by order of the  
Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



ORDINANCE NO. \_\_\_\_\_

**An Ordinance Granting Site Plan-Building Appearance Approval  
for A Retail Video Store  
995 S. Elmhurst Road (vacant property)**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public meeting on April 8, 2010, to consider a request for Site Plan-Building Appearance Approval as required under Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District, Chapter 19-12 Site Plan Approval Requirements; and Chapter 19-11 General Development Standards, to construct a retail video store at 995 South Elmhurst Road, Wheeling, Illinois, hereinafter legally described below; and

**WHEREAS**, the site plan as shown would require several variations from Title 19, Zoning, of the Wheeling Municipal Code, as described in Docket No. 2008-10;

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation for Docket No. 2008-10, to the President and Board of Trustees, recommending that the petitioner's request be granted, with a vote of 6 ayes, 0 nays, 0 absent, and 1 vacancy; and

**WHEREAS**, the Plan Commission Findings of Fact and Recommendation for Docket No. 2008-10 also includes a recommendation relating to Docket No. PC 10-6, recommending that the petitioner's request be granted, subject to conditions, with a vote of 6 ayes, 0 nays, 0 absent, and 1 vacancy; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

Site Plan and Building Appearance Approval are hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements and Chapter 19-11 General Development Standards, in order to construct a retail video store in accordance with the following plans and exhibits, herein attached and made part of, submitted on March 25, 2010, except as noted, on behalf of Family Video to be located on the property legally described below:

- Sheet SP, Site Plan, prepared by SpaceCo Inc.
- Sheet GRUT, Grading and Utility Plan, prepared by SpaceCo Inc.
- Sheet L-1, Landscape Design, prepared by Intrinsic Landscaping
- Sheet A201, Building Elevations, prepared by DTS Winkelmann, submitted 4.7.2010
- Site Photometric Plan, prepared by Luekart-Eason-Calcaterra & Co.
- Light fixture specifications (Spaulding Lighting, MSV Series), prepared by Luekart-Eason-Calcaterra

**LEGAL DESCRIPTION:**

LOT ONE IN AMOCO C-3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST CORNER OF SECTION 10,

TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN  
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1992 AS DOCUMENT  
NUMBER 92245278, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 995 South Elmhurst Road, Wheeling,  
Illinois, zoned B-3, General Commercial and Office.)

**Section B**

Site Plan Approval granted in Section A of this ordinance is subject to the following conditions:

1. That a No Further Remediation (NFR) letter shall be provided to the Village prior to issuance of a building permit;
2. That the landscaping shall be irrigated in accordance with the zoning code;
3. That the dogwoods on the west side of the parking lot and burning bush on the south side of the parking lot be kept at a maximum height of roughly three feet (3.0');;
4. That the petitioner work with Staff to ensure the plant coverage (catmint / fountain grass) is adequate;
5. That the gas lines / meters be on the north side and the electrical transformer be screened with additional landscaping; and
6. That the petitioner work with staff to add screening for the roof top mechanicals if visible through the tree line.

**Section C**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,

that Ordinance No. \_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

President Abruscato \_\_\_\_\_

Trustee Heer \_\_\_\_\_

Trustee Argiris \_\_\_\_\_

Trustee Horcher \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

\_\_\_\_\_  
Judy Abruscato  
Village President

Ordinance No. \_\_\_\_\_ PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by order of the  
Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

## REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis  
Village Manager

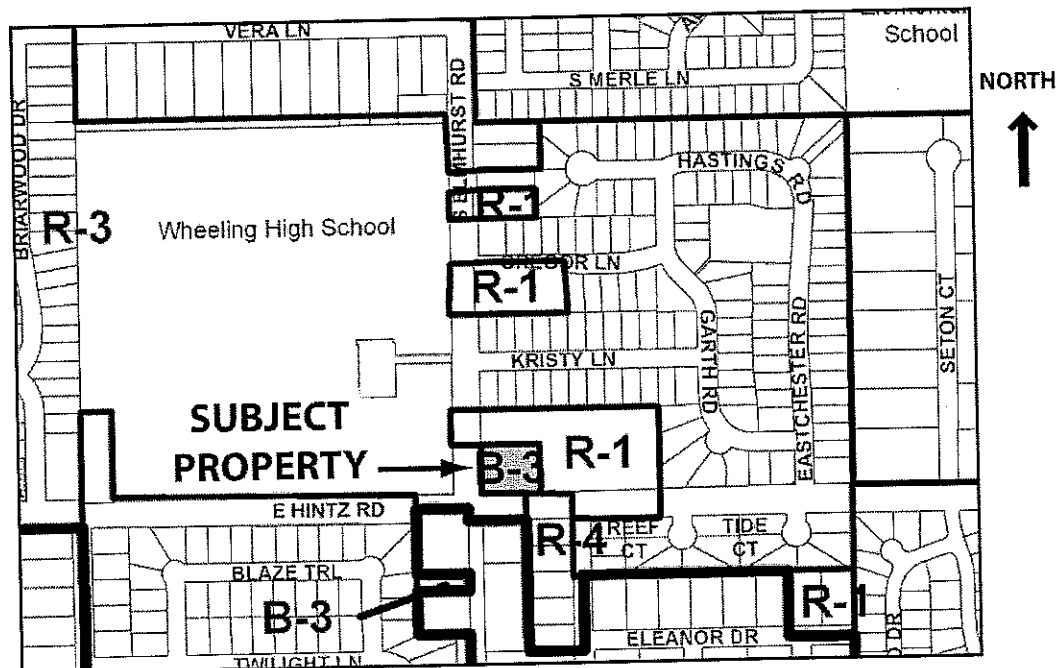
**FROM:** Mark Janeck  
Director of Community Development

**DATE:** April 15, 2010

**SUBJECT:** Docket No. 2010-8 and PC 10-6  
Family Video  
995 S. Elmhurst Road (vacant lot at NEC of Elmhurst and Hintz Rds)  
(2010-8) Variations from Title 19, Zoning, relating to minimum rear yard setback, minimum side yard setback and minimum parking setback relating to a new retail video store  
(PC 10-6) Site plan and appearance review for a new retail video store

**PROJECT OVERVIEW:** The petitioner is requesting variations relating to the minimum rear yard setback, minimum side yard setback and minimum parking setback in order to construct a new retail video store on a vacant lot at the northeast corner of Elmhurst Road and Hintz Road, specifically at 995 South Elmhurst Road.

### **LOCATION MAP:**



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**RE: Plan Commission Docket No. 2010-8 and PC 10-6**

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**PLAN COMMISSION RECOMMENDATION**

Commissioner Steilen moved, seconded by Commissioner Didier to recommend approval of Docket No. PC 10-6 granting site plan and appearance approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District, and Chapter 19-12, Site Plan Approval Requirements, in order to construct a new 1-story retail building on vacant property known as 995 S. Elmhurst Road, Wheeling, Illinois, in accordance with the following exhibits submitted on March 25, 2010, except as noted, on behalf of Family Video:

- Sheet SP, Site Plan, prepared by SpaceCo Inc.
- Sheet GRUT, Grading and Utility Plan, prepared by SpaceCo Inc.
- Sheet L-1, Landscape Design, prepared by Intrinsic Landscaping
- Sheet A201, Building Elevations, prepared by DTS Winkelmann, submitted 4.7.2010
- Site Photometric Plan, prepared by Luekart-Eason-Calcaterra & Co.
- Light fixture specifications (Spaulding Lighting, MSV Series), prepared by Luekart-Eason-Calcaterra

And with the following conditions:

1. That the motion shall be modified to reference the elevation drawing received April 7, 2010;
2. That a No Further Remediation (NFR) letter shall be provided to the Village prior to issuance of a building permit;
3. That the landscaping shall be irrigated in accordance with the zoning code;
4. That details concerning the height and construction of the trash enclosure shall be 6.0' cedar solid board fence, with the gate to be constructed of steel posts and frame, with cedar planks;
5. That the dogwoods on the west side of the parking lot and burning bush on the south side of the parking lot be kept at a maximum height of roughly 3.0';
6. That the petitioner work with Staff to ensure the plant coverage (catmint / fountain grass) is adequate;
7. That the gas lines / meters be on the north side and the electrical transformer be screened with additional landscaping; and
8. That the petitioner work with staff to add screening for the roof top mechanicals if visible through the tree line.

On the roll call, the vote was as follows:

AYES:	Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto, Steilen
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	None

There being six affirmative votes, the motion was approved.

Commissioner Didier moved, seconded by Commissioner Dorband to Table Docket No. SCBA 10-7

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to approve freestanding and wall signage. The motion was approved by a voice vote.

Commissioner Ruffatto moved, seconded by Commissioner Johnson to close Docket No. 2010-8. The motion was approved by a voice vote.

**GENERAL PROPERTY INFORMATION**

<b><u>Proposed name of Development:</u></b>	Family Video
<b><u>Applicant Name:</u></b>	Jim Burda/Family Video
<b><u>Property Owner Name:</u></b>	De Bartolo Family Trust Patricia De Bartolo, trustee
<b><u>Common Property Address:</u></b>	995 S. Elmhurst Road Will be modified to 750 W. Hintz Road at occupancy
<b><u>Common Location:</u></b>	Located on the northeast corner of Hintz and Elmhurst Roads
<b><u>Neighboring Property Land Use(s):</u></b>	North: Single-family residential / institutional West: Institutional (high school) South: Commercial East: Institutional (Lexington Health Care)
<b><u>Comprehensive Plan Designation:</u></b>	Commercial
<b><u>Property size:</u></b>	33,525 sq ft
<b><u>Building size:</u></b>	5,865 sq ft
<b><u>Existing Use of Property:</u></b>	Vacant land (former gas station site)
<b><u>Proposed Use of Property:</u></b>	Retail video store
<b><u>Existing Property Zoning:</u></b>	B-3, General Commercial and Office District
<b><u>Previous Zoning Action on Property:</u></b>	No relevant zoning history

**DESCRIPTION OF PROPOSAL**

The petitioner would like to build a 5,865 sq ft retail video store on the vacant site at the northeast corner of Hintz Road and Elmhurst Road. In order to build the proposed structure, the petitioner is requesting several variations from Title 19, Zoning.

**VARIATIONS REQUESTED**

The petitioner is requesting several variations to facilitate the development of the site as proposed. It should be noted that the petitioner is requesting building setback variations in excess of the dimension shown on the plans to allow a greater margin of error during construction. It should also be noted that the maximum parking variation, which is rarely requested, is not necessary in Staff's opinion. Section 19.11.010D1, Quantity of Parking, states that "parking lots in which the number of

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spaces significantly exceeds the minimum number required under this zoning ordinance shall be allowed only with specific and reasonable justification." Staff believes that (1) the intent of this section is to prevent excessively large parking lots from being built and (2) the majority of the impervious area proposed is needed for vehicle maneuvering regardless of how many parking stalls are built. However, it does not appear that the inclusion of this variation will have an impact on the built character of the site as proposed. The following is a summary of the variations being in requested in conjunction with the application:

	Required	Proposed
Bldg setback (rear/east)	25'	23'
Bldg setback (side/north)	15' or bldg ht	19' (bldg ht is 20')
Parking setback	10' - all sides	5' - west
Maximum parking	120% (29 stalls)	154% (37 stalls)

### SITE PLAN REVIEW

**Scale of Site Plan:** Not to scale (reduced for distribution).

**Proposed General Site Layout:** The proposed 1-story building would be located at the northeast corner of the site. The parking lot and vehicle access area would be to the south and west of the structure. A trash enclosure is proposed at the northwest corner of the site, and a sign area is proposed for the southwest corner of the site. Access to the site would be provided off of Hintz Road and Elmhurst Road.

**Total Number of Parking Spaces:** The parking requirement for retail video store is four stalls per 1000 sq ft of floor area. For a building that is 5,865 sq ft, the minimum parking requirement is 24 stalls. As the petitioner has noted, the maximum parking allowed in accordance with Section 19.11.010D2a is 120% of the required parking – in this case 29 stalls. However, if the building were to be approached as a spec shopping center, 33 stalls would be required, and if the building were to be a restaurant approximately 60 stalls would be required. Although the inclusion of the variation does not appear to have an impact on the subject petition, it is Staff's opinion that parking lots of the proposed size were not intended to be the subject of the maximum allowable parking regulation.

**Bicycle Parking:** The site plan indicates that accommodations for four (4) bicycles will be provided. The zoning code requires four bike parking stalls for a parking lot of 37 stalls.

**Trash Enclosure Details:** The trash enclosure details were not available for the Plan Commission review. The Commission discussed the enclosure with the petitioner during the hearing, and it was determined that the enclosure would be 6.0' cedar, solid board fence with the gate to be constructed of a steel frame and posts with cedar planks. Following the hearing, the petitioner submitted a revised drawing illustrating the trash enclosure details.

**Landscaping Plan:** The landscaping along the north and east property lines would remain (evergreens). The petitioner is also proposing to keep the burning bush along Hintz Road. Aside from these areas, there are five additional landscape areas proposed:

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1. The sign landscaping is designed to maintain visibility for motorists. Lower growing plants (sedum, daylilies, knockout roses) are proposed closest to the intersection, while taller plants (Karl Foerster grass, hydrangea) are proposed closer to the interior of the site.
2. The parking aisle along Elmhurst Road would be screened with dwarf red twig dogwood.
3. The peninsula on Hintz would be planted with fountain grass and cotoneaster.
4. The peninsula on Elmhurst would be planted with fountain grass, cotoneaster, sedum, and daylilies.
5. The peninsular at the southwest corner of the building would be planted with yarrow, catmint, sedum, and fountain grass.

Although the code requires landscape irrigation, the landscape plan does not indicate that an irrigation system will be provided. Staff's suggested motion included a condition of approval reiterating this code requirement. During the hearing, the Commission determined that the parking lot screening should be kept at a maximum height of roughly 3.0' and that the electrical transformer should be screened if it is placed in a visible location.

**Site lighting:** The parking lot will be lit using three single-fixture pole-mounted lights. The fixtures will be mounted at a height of approximately 22.5' above grade (20' pole on a 2.5' base). The fixture and projected light levels appear to meet the standards established in the zoning code.

### **BUILDING APPEARANCE REVIEW**

**Building Size:** The proposed 1-story building would be 5,865 sq ft in area. The building height (measured to the top of the parapet) will be 24.0'.

**Exterior Building Materials/Colors:** The building will be constructed of a structural brick, similar to the front of the Staples on Lake Cook Road (manufactured by "Quik Brik" in a color scheme called Promenade Blend).

**Material Samples Provided:** Staff has received a sample of the brick material, which was presented at the Plan Commission hearing.

**HVAC/Mechanical Components Screened:** The mechanical units on the roof are indicated on the attached elevation drawings. The location of the units (set back from the building wall) combined with the height of the parapet wall will screen the units from view. During the hearing, the Commission was concerned that the rooftop units would be easily viewed from the north. The petitioner felt that the tree line and the placement of the units at the center of the building would provide adequate screening, but agreed to additional roof-mounted screening if needed.

**Location of Building Lights/Shielding:** During the hearing, the petitioner indicated that there are soffit lights under the canopy and the tower feature itself is internally illuminated. Following the hearing, the petitioner submitted a drawing illustrating the construction details for the tower feature.

**Exterior Downspouts:** There are external downspouts draining the canopy area. The downspouts are green to match the standing seam material of the canopy roof.

**Additional building appearance notes:** There is a tower feature located in front of the building that originally lacked a building material label. Following the hearing, the petitioner submitted a drawing



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illustrating the construction details for the tower feature.

### **STANDARDS FOR VARIATION (TITLE 19, ZONING)**

Following are standards for variation with petitioner's responses. *The petitioners' response to the following questions has been shown in italics.* (**Village Planner comments are in bold.**)

1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

*"Family Video's business model, providing free and low cost movie and game rental entertainment, requires a minimum physical, usable space for its building size and parking allotment in order to safely and successfully execute its growing business model at the Elmhurst and Hintz corner parcel location in Wheeling. Family Video would require minimal setback and parking variances in order to have enough useable land and ample customer parking to generate the appropriate revenue to support the cost of the land. With Wheeling High School Across the street, no street side parking, as well as neighboring businesses and eateries, this high traffic corner parcel would safely need these variances. The DVD rental business is up 4% nationwide and in order to compete with NETFLIX, and REDBOX in a brick and mortar retail community setting, as well as digital media, Family Video must provide low cost entertainment coupled with a quality movie and game service experience to support an ample customer base to thrive with our existing 31 year old growth model in the industry. The existing setback requirements would shrink the usable space on this hard corner location to the degree that Family Video could not operate successfully and safely for the community."*

**It is not uncommon for a new building located on a corner lot to have difficulty meeting all of the required building and parking setbacks.**

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.

*"Family Video's model, providing low cost and free movie and game entertainment, is unique to other larger store video rental chains who must charge nearly double the pricing due to their existing model of encouraging less frequent community customer visits. As a result, their business model is suffering with a retraction in locations nationwide, despite a 4% industry growth. With our free kids sections, report card A programs, community outreach and service, our frequent customer visit model is much different than other, higher volume rental businesses. Parcels that are not on highly visible hard corner lots such as this differ in the necessity of usable land that can safely and successfully be developed for the good of the neighborhood and community."*

**Although the situation is not unique to the subject property, it is certainly unique to corner lots. It is not possible to build a structure of typical commercial depth at the required setbacks while still providing the minimum drive aisle and parking stall dimensions.**

3. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

*"Family Video develops property and land, and develops buildings as an owner/operator in order to ensure a long-standing relationship with the community. It is essential to have reasonable, usable space that allows revenue to be generated in order to support the development of the land and proposed building site. With the current location size and the existing parking allotment, coupled with the existing zone building and parking setback requirements, Family Video would not be able to*

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*accommodate the necessary amount of customer flow to allow a reasonable return to development investment. If parking allotment and setback variances were not allowed under the current regulations for the zone, it would create an inconvenient business model not able to support a necessary customer base during prime periods of after school, after work and weekend traffic flow and potentially create an unsafe corner traffic environment."*

**Any commercial development would be similarly constrained on the subject parcel. It is not possible to provide the minimum required drive aisle, minimum required setbacks, and minimum required parking stall dimensions and still construct a reasonable commercial structure.**

4. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

*"The hardship that would result from the corner parcel location and existing lot size has not been created by any current or previous action taken by any individual prior to, or currently interested in developing the usable land."*

**The current owner of the property is not responsible for the lot dimensions.**

5. State how the granting of the variation will not alter the essential character of the locality.

*"The requested setback and parking variations would in no form or matter alter the essential character of the locality. The requested variances would allow for all other building and development village requirements to be executed to develop an attractive, useable building for a longstanding future with Family Video and the Village of Wheeling. The landscape requirements of housing over 25% of green space requirements would still exist in order to develop an attractive building and lot location which is both safe and consistent with enhancing the essential character of the locality."*

**The building character (structure with parking in front) is repeated on the adjacent property as well as two of the other corners at this particular intersection.**

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

*"The proposed variations would not impair adequate supply of light and air to adjacent properties, nor increase congestion due to the variances actually allowing for easy and safe in and out access to the property, nor will it endanger public safety. Emergency access will not be challenged by such variances being granted, and the actual enhancement to area property values will positively impact the neighboring properties. There will be no buildings placed too close to other buildings, or any safety or neighborhood hardships would result from the proposed variances. Family Video's business is such that the existing traffic flow would not be altered, yet be able to safely enter and exit the parking lot during prime hours of operation. Family Video is a community destination developed for convenience for entertainment rental retail, to safely support existing after school traffic, after work and weekend traffic that not only would visit the corner location for entertainment rental, but also frequent other areas of business along the corridor in the Wheeling community."*

**No negative impacts are expected if the proposed variations are approved.**

### **STAFF REVIEW**

**Fire Department Review:** Please see the Fire Department memo dated April 7, 2010.

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RE: Plan Commission Docket No. 2010-8 and PC 10-6

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**Engineering Division Review:** Please see memo dated March 31, 2010. A condition of approval relating to the satisfactory mitigation of site contamination was been added to the suggested motion based on the comments by the Village Engineer.

**Impact on Neighboring Uses:** It does not appear that the proposed building and the associated variations will have a negative impact on adjacent land uses.

**Village Planner's Recommendation to Plan Commission:** Staff recommended approval of the requested variations, and suggested that the Plan Commission discuss several items with the petitioner prior to finalizing the motion on the site plan and building appearance review. The following is a summary of questions raised in the report to the Plan Commission:

1. Building lighting and lighting of the tower feature
2. Construction material for the tower feature
3. Details for external downspouts
4. Color scheme for building materials other than the brick (canopy, accent lines, etc.)

All of the items were addressed during the Plan Commission hearing and are included in the materials submitted for the Board's review.

### **CONDITIONS FROM PLAN COMMISSION RECOMMENDATION**

The Plan Commission recommendation included the following conditions, which are included in the attached Site Plan / Building Appearance ordinance (except as noted):

1. That the motion shall be modified to reference the elevation drawing received April 7, 2010 **(This condition was addressed in the revised motion and is not part of the attached ordinance);**
2. That a No Further Remediation (NFR) letter shall be provided to the Village prior to issuance of a building permit;
3. That the landscaping shall be irrigated in accordance with the zoning code;
4. That details concerning the height and construction of the trash enclosure shall be 6.0' cedar solid board fence, with the gate to be constructed of steel posts and frame, with cedar planks **(This condition was addressed by the drawing submitted 4.12.2010 and is not included in the attached ordinance);**
5. That the dogwoods on the west side of the parking lot and burning bush on the south side of the parking lot be kept at a maximum height of roughly 3.0';
6. That the petitioner work with Staff to ensure the plant coverage (catmint / fountain grass) is adequate;
7. That the gas lines / meters be on the north side and the electrical transformer be screened with additional landscaping; and
8. That the petitioner work with staff to add screening for the roof top mechanicals if visible through tree line.

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**MODIFICATIONS TO PLANS FOLLOWING PLAN COMMISSION REVIEW**

The petitioner has submitted a plan (received April 12, 2010) which illustrates the construction details for the trash enclosure as discussed with the Plan Commission during the hearing. The drawing also includes details for the tower feature in front of the building.

**DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION**

I concur with the Plan Commission's recommendation to approve the site plan and building appearance for a new retail video store at the northeast corner of Elmhurst Road and Hintz Road. I also concur with the recommendation to approve the zoning variations needed to facilitate the construction of the building as proposed. The proposed business is considered a permitted use in the B-3 zoning district, and the resulting construction would provide a new retail building at the intersection of two major thoroughfares on a site that has been vacant for over three years. The site is relatively small, and it appears that all of the requested variations are needed in order to provide safe access to the location while still constructing a retail building of a typical depth. Two ordinances are attached for the Board's consideration: an ordinance approving the variations to Title 19, Zoning, and an ordinance approving the site plan and building appearance for the proposed retail building.



Mark Janeck

Director of Community Development

Attachments:

- Engineering Division Memo, dated 3.31.2010
- Fire Department Memo, dated 4.7.2010
- Findings of Fact and Recommendation Ordinance
- Photo of existing conditions
- Description of Proposal, received 3.11.2010
- Description of Family Video from website, received 3.11.2010
- Sheet SP, Site Plan, received 3.25.2010
- Sheet C1, Title Sheet for Preliminary Engineer Plans, received 3.25.2010
- Sheet GRUT, Grading and Utility Plan, received 3.25.2010
- Sheet L-1, Landscape Design, received 3.25.2010
- Sheet A201, Building Elevations, received 4.7.2010
- Sheet S104, Trash Enclosure Elevations and Tower Details, received 4.12.2010
- Site Photometric Plan, received 3.25.2010
- Light fixture specifications (Spaulding Lighting, MSV Series), 3 pages, received 3.25.2010

# MEMORANDUM

**TO:** Andrew Jennings, Village Planner  
**FROM:** Kevin R. Gray, P.E., Village Engineer *K.R.G.*  
**COPY:** Mehul Patel, Civil Engineer I  
**DATE:** March 31, 2010  
**SUBJECT:** Family Video - 995 S. Elmhurst Road - Preliminary Review Comments

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The Engineering Division received a preliminary site plan for the subject project on March 22, 2010. The plan set consisted of two sheets:

- Preliminary Site Plan
- Landscape Plan

Upon review of the Preliminary Site Plan, the Engineering Division offers the following comments at this time.


- 1) The stormwater detention for this parcel was previously permitted by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The amount of stormwater detention previously designed is adequate for this site and shall be maintained.
- 2) According to the Village's Manual of Practice, parking lots may be used as storm water management areas, (i.e., detention) provided that the maximum depth that water may reach is nine inches (9") over the low point, usually the rim elevation of the storm drainage structure.
- 3) An Illinois Department of Transportation (IDOT) permit, MWRDGC Sewerage permit and Cook County Highway Department (CCHD) permit will be required for this project. If no work is proposed within the CCHD right-of-way, a "No Permit Required" letter from the Department will need to be supplied to the Village.
- 4) The existing fence along the north and west property line is structurally failing. The Engineering Division recommends that this fence be removed and replaced.
- 5) Approximately two-thirds of this site is located in the Zone X (shaded), 500-year floodplain. Even though the Village of Wheeling Floodplain Regulations does not require any commercial areas in such zones to be flood protected; the Engineering Division recommends that the proposed building be flood protected or at least elevated above the 100-yr flood elevation.
- 6) The exiting sidewalk ramps adjacent to the driveways and crosswalks along Elmhurst and Hintz Roads will need to be updated to current ADA requirements.
- 7) Due to the previous use of this property as a gas station, this property may have been entered into the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP). A No Further Remediation (NFR) letter will need to be submitted to the Village prior to the issuance of a construction permit.
- 8) Due to the close proximity of the southern driveway to the intersection of Hintz Road and Elmhurst Road, vehicular left turn movements from eastbound Hintz Road to the southern driveway shall be prohibited. Currently, signs are posted and shall remain in place. This was an original condition made by the CCHD for the previous development.

In general, staff does not see any major problems that would hinder this concept plan from proceeding as shown.



# Memo

TO: Samantha N. Robinson, Assistant Village Planner

FROM: Ronald S. Antor, Fire Inspector 

DATE: April 7, 2010

SUBJECT: Preliminary Review for Family Video, to be located at 995 S. Elmhurst Road.  
Drawings Received March 25, 2010.

The Wheeling Fire Department has reviewed the drawings received related to the above referenced project and has the following comments:

1. The occupancy as proposed is a Mercantile Use Group occupancy as defined by the 2003 Edition of the International Building and Fire Prevention Codes.
2. The occupancy shall meet the code requirements for this type of occupancy contained within the Building and Fire Prevention Codes. This will include, but is not limited to the following life safety code requirements:
  - a. Fire sprinkler protection
  - b. Fire alarm system notification devices including audio and visual notification devices
3. A fire department connection (FDC) will be required on the building exterior for the building's fire sprinkler system. The FDC shall be located at a location that is readily accessible by the Fire Department and is not obstructed or blocked by posts, fences, or vehicles.
4. The Fire Prevention Bureau shall be provided documentation that the parking lot design will allow access for fire apparatus under the design standards contained in Section 503.2.8 of the Village's Fire Prevention Code.
5. Documentation needs to be provided that any/all contaminated soil has been removed from the site or another method for the remediation of contaminated soil has been provided that is acceptable to the Illinois EPA.

7. There are no other Fire Prevention related issues based on the information submitted to date.

# DRAFT

DOCKET NO. 2010-8, PC 10-6 and SCBA 10-7

## FINDINGS OF FACT AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeals

Re: **Docket No. 2010-8, PC 10-6, and SCBA 10-7**  
**Family Video**  
**995 S. Elmhurst Road**  
**2010-8 Variations from Title 19, Zoning, related to building setback**  
**and parking setback**  
**PC 10-6 Site Plan and Appearance Review of a new retail video store**  
**SCBA 10-7 Appearance Approval of a monument sign**

Chairman Maloney called Docket No. 2010-8 to order on Thursday, April 8 at 6:54 p.m. Present were Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto and Steilen. Also present was Andrew Jennings, Village Planner.

Mr. Jennings reported the petitioner had submitted a revised elevation to reflect the proposed building material. The motion should also be revised to reflect the submittal of the new drawing. The Fire Department's comments had been received and distributed to the Commission prior to the meeting. There was nothing additional from the Fire Department's comments. The condition relating to the "No Further Remediation" (NFR) letter was modified slightly since the report was distributed to require the NFR letter prior to permit issuance.

Mr. Jim Burda, Regional Manager, 700 Laramy Lane, Glenview, IL was present and sworn in.

Mr. Burda gave a brief introduction of Family Video. He stated that Family Video was celebrating 32 years in the entertainment industry. The company was founded in Springfield, Illinois. They have an office in Glenview and have over 6,000 employees. Family Video has 618 locations in 21 states with over 90 in Illinois. They are the owner/operator of the largest private video rental chain in the country. They are continuing to grow and plan on opening 30-40 stores per year. Mr. Burda reported the DVD rental industry was a \$6.8 billion industry and was up 4% in 2009. He explained Family Video was unique by providing low cost entertainment with superior service. They give away 2 million free movies and games every June for their report card program. They give away free turkeys and hams to the needy during the Thanksgiving period. They provide free children's, educational and fitness movies.

Mr. Burda referred to the proposed site at the corner of Hintz and Elmhurst Roads. They felt it would increase the assessed real estate value of the property and should create an estimate of 10-14 local jobs with an estimated payroll of \$160,000. They will also create an estimated 40-50 temporary jobs during the construction phase of the project. They will provide convenient and an affordable selection of movies and games to the community.

Mr. Burda stated they were requesting variations to the minimum rear, side and parking setbacks. A slide presentation was provided. He mentioned the following regarding the proposed site:

- Trash enclosure at the northwest corner of the site backing up to an existing detention pond;
- Sign area proposed for the southwest corner;



- Access off Hintz and Elmhurst Roads;
- Eliminate a curb-cut on Elmhurst Road;
- Provide racks to accommodate four bicycles;
- Landscaping along the north and east property lines (irrigation system to be provided);
- 37 parking stalls provided;
- 3 single fixture pole mounted lights;

Mr. Burda stated the following regarding the proposed building:

- New 5,865 square foot one-story building;
- Constructed of structural brick (manufactured by Quik Brik, similar to Staples building);
- Color of brick to be "Promenade blend" – sample provided at meeting;
- Building to be 24' in height;
- Building setback request of 23' versus 25' required for the rear (east);
- Building setback request of 19' versus 20' required for the side (north);
- Requesting a 5' parking setback on the west versus 10' required on all sides;
- Requesting 37 parking stalls including two handicapped stalls (maximum 29 stalls allowed).

Mr. Burda explained the reasons for some of the requested variations. He explained the corner lot would have difficulty meeting all required parking setback requirements to build a building of reasonable commercial depth and to provide minimum drive aisle and parking stall dimensions. They are sure it would not alter the character of the locality. Mr. Burda mentioned that 33 parking stalls were required for speculative shopping and roughly 60 would be required for a restaurant of comparable size. He explained 37 stalls for Family Video's model was to make sure they had a safe and successful business model for the corner location especially given that there is no street parking. They want people to pull safely into the lot rather than wait on the apron if someone else is pulling out.

No one from the audience came forward with questions or comments. Chairman Maloney closed the public portion of this docket.

Commissioner Dorband questioned if it was possible to have the Engineering Department and/or Fire Department present to answer any questions since it was an unusual site. Mr. Jennings explained he had spoken with both departments and there was nothing in particular in their review memos that would require them to be present.

Commissioner Dorband asked the petitioner if he had any issues with the lists from the Village Engineer or Fire Department. Mr. Burda stated he had no issues with either list. He indicated that he understood the requirements related to the NFR letter.

Commissioner Dorband felt it was a good use of the property and would do well.

Commissioner Dorband thanked the petitioner for including the irrigation system.

In reply to Commissioner Johnson's question, Mr. Burda confirmed they would have approximately 10-14 employees including 3 full-time employees.

Commissioner Johnson felt it was great to see a business going on the site.

In reply to Commissioner Steilen's question, Mr. Burda confirmed the hours as 10:00am to midnight, 365 days a year.

Commissioner Steilen referred to the proposed dwarf red twig dogwood on the west side. He requested the height be maintained at car headlight level at about 3', but significantly higher. Mr. Burda agreed. The entire Plan Commission was in agreement. Commissioner Steilen requested the same for the proposed burning bush on the south side.

Commissioner Steilen mentioned the closings of many Blockbuster locations, the introduction of Red Box vending machines and the Internet mail services. He questioned how they separate themselves from those other businesses. Mr. Burda stated the industry was up 4% and there were 3 businesses that were growing—Red Box, Netflix and Family Video. He explained they were different because Blockbuster/Hollywood was providing DVD rental close to \$5 which is close to Comcast's on Demand. The most expensive rental at Family Video is \$2.80 and they also have many videos for two for \$1. They have between 7,000 and 10,000 movies at one location. They have one-night rentals for the new releases for the first 30 days so they are almost always available for the customers. The Red Boxes only hold a few hundred and run out frequently. Netflix and Red Box are signing with studios that are not taking the new releases until 28 days after the release date.

Commissioner Didier questioned the location of the proposed trash receptacle. She suggested moving it more to the east. Mr. Bret Duffy, SpaceCo Engineering, 9575 West Higgins Road, Rosemont, IL was sworn in. Mr. Duffy explained the proposed location for the trash enclosure did not eliminate any parking and backed up to the detention pond. Commissioner Didier questioned the type of screening for the receptacle. Mr. Duffy stated it was screened on three sides with a cedar fence and a steel gate on the front. The steel gate will have green slats to match the color of the awnings on the building. Commissioner Didier questioned the reason for using a chain link instead of the cedar. Mr. Duffy explained the steel would be more durable.

Commissioner Didier mentioned the removal of some trees. She understood some of the trees needed to be removed but she questioned if they were adding any trees. Mr. Burda explained there were still some existing trees. He mentioned they didn't want to have too many overgrown trees. Otherwise, the building would be more difficult to see. Commissioner Didier referred to the southeast corner where three trees were being removed. She thought they would want to add trees there to cut back on some of the lighting from the building. She agreed to defer it to the landscaper.

Commissioner Didier referred to the exit on Elmhurst Road. She questioned if it was a right-out only. Mr. Burda confirmed it was a right turn only due to the raised median. Commissioner Didier questioned the curb-cut on Hintz Road. Mr. Burda confirmed cars could turn left on to Hintz Road.

Commissioner Didier felt it was a good use for the property.

Commissioner Ruffatto referred to the brick sample. He questioned if both colors were going to be used on the building. Mr. Tom Miskal of Rockford Construction from Grand Rapids, MI was present and sworn in. Commissioner Ruffatto noted one of the bricks was brown and the other was reddish. Mr. Miskal explained it was called the Promenade Blend because there were a few different shades of reddish brown. He indicated the full spectrum was represented on the sample board, and that the building would also have a lighter color accent band.

Commissioner Ruffatto questioned the material of the awnings. Mr. Miskal stated they were made of stitched-down metal roofing. He confirmed there was lighting underneath the awning.

Commissioner Ruffatto questioned the color of the window trim. Mr. Miskal stated it was anodized bronze.

# **DRAFT**

Commissioner Ruffatto referred to the proposed trash enclosure. Mr. Duffy provided a picture of a similar fence without the proposed green slats and gate. It is a 6' high solid cedar fence with a chain link gate. The proposed slat material will be green vinyl to match the awning and used to screen the dumpster. The weave is diagonal.

Commissioner Didier is not in favor a chain link since cedar fencing is used around the property and enclosure. She feels it would cheapen the property.

Commissioner Steilen preferred a wood fence gate. Mr. Miskal explained it would need to have steel posts and frames for the gate with cedar for the fence. The entire Commission was in agreement.

In reply to Commissioner Ruffatto's question, Mr. Jennings confirmed the fence around the property belonged to Lexington. This petitioner does not have any fence except for the trash enclosure.

Commissioner Ruffatto questioned the plant quantities for the landscaping. He expressed concern that the proposed quantities may not be enough to prevent it from looking bare. In response to a question from Mr. Jennings, Mr. Burda indicated that their landscape designed was not present. Mr. Jennings felt the proposed grasses were taller and more of a showpiece grass versus a groundcover. Commissioner Didier mentioned the proposed catnip grew very fast. Commissioner Ruffatto referred to the bare landscaping at the auto store after two years. Commissioner Ruffatto suggested a condition "work with Staff to ensure that the quantities for the specific plants will meet the coverage of the area". Mr. Burda confirmed it was important to Family Video that the landscaping on the corner looked like the industry was thriving.

In reply to Commissioner Dorband's question, Mr. Burda stated they planned to start construction the day after they receive the permit.

Commissioner Steilen questioned if Commonwealth Edison required them to have a transformer on the property for this business use. He suggested the northeast corner if one was required. Mr. Miskal stated they don't know until it is reviewed by ComEd's engineering department. He explained that it typically would be placed further back on the property.

Commissioner Steilen requested placing the gas pipes in the back of the building. Mr. Miskal agreed. Mr. Miskal stated that typically everything was on the back of the building toward the northwest corner. The electric meter will be located outside the mechanical room on the north side of the building (west end). Commissioner Steilen requested additional landscaping around the electrical box if necessary.

Commissioner Steilen referred to the rooftop equipment. Mr. Miskal stated the front of the building had a parapet on it for additional screening. Commissioner Steilen felt the air conditioning units facing the north side would be very visible from Route 83. Chairman Maloney thought it was heavily wooded. Mr. Miskal explained the units typically sat in the center of the building. He agreed to add additional screening if needed. Mr. Jennings agreed to work with the petitioner for rooftop screening when they come in for permits. Mr. Miskal mentioned the new units were coming in with a lower profile compared to older units.

Commissioner Steilen moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2010-8 granting variations from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District,

and associated sections, relating to building and parking setback requirements in order to construct a new 1-story retail building on the vacant property known as 995 S. Elmhurst Road, Wheeling, Illinois, in accordance with the Site Plan submitted by SpaceCo Inc., on behalf of Family Video, on March 25, 2010.

On the roll call, the vote was as follows:

AYES: Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto, Steilen  
NAYS: None  
ABSENT: None  
PRESENT: None  
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Commissioner Steilen moved, seconded by Commissioner Didier to recommend approval of Docket No. PC 10-6 granting site plan and appearance approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Section 19.06.040 B-3 General Commercial and Office District, and Chapter 19-12, Site Plan Approval Requirements, in order to construct a new 1-story retail building on vacant property known as 995 S. Elmhurst Road, Wheeling, Illinois, in accordance with the following exhibits submitted on March 25, 2010, except as noted, on behalf of Family Video:

- Sheet SP, Site Plan, prepared by SpaceCo Inc.
- Sheet GRUT, Grading and Utility Plan, prepared by SpaceCo Inc.
- Sheet L-1, Landscape Design, prepared by Intrinsic Landscaping
- Sheet A201, Building Elevations, prepared by DTS Winkelmann, submitted 4.7.2010
- Site Photometric Plan, prepared by Luekart-Eason-Calcaterra & Co.
- Light fixture specifications (Spaulding Lighting, MSV Series), prepared by Luekart-Eason-Calcaterra

And with the following conditions:

1. That the motion shall be modified to reference the elevation drawing received April 7, 2010;
2. That a No Further Remediation (NFR) letter shall be provided to the Village prior to issuance of a building permit;
3. That the landscaping shall be irrigated in accordance with the zoning code;
4. That details concerning the height and construction of the trash enclosure shall be 6.0' cedar solid board fence, with the gate to be constructed of steel posts and frame, with cedar planks;
5. That the dogwoods on the west side of the parking lot and burning bush on the south side of the parking lot be kept at a maximum height of roughly 3.0';
6. That the petitioner work with Staff to ensure the plant coverage (catmint / fountain grass) is adequate;
7. That the gas lines / meters be on the north side and the electrical transformer be screened with additional landscaping; and
8. That the petitioner work with staff to add screening for the roof top mechanicals if visible through the tree line.

On the roll call, the vote was as follows:

AYES: Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto, Steilen  
NAYS: None  
ABSENT: None  
PRESENT: None  
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Commissioner Didier moved, seconded by Commissioner Dorband to Table Docket No. SCBA 10-7 to approve freestanding and wall signage. The motion was approved by a voice vote.

Commissioner Ruffatto moved, seconded by Commissioner Johnson to close Docket No. 2010-8. The motion was approved by a voice vote.

Respectfully submitted,

---

Bill Maloney, Chairman  
Wheeling Plan Commission/  
Sign Code Board of Appeals

**FINAL FINDINGS E-MAILED TO THE PC 4.15.2010  
FOR APPROVAL AT THE PC MEETING 4.22.2010**

# VILLAGE OF WHEELING

## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S): #13.E-1**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** Thursday, April 18, 2010

**TITLE OF ITEM SUBMITTED:**

ORDINANCE AUTHORIZING THE ISSUANCE OF \$3,200,000 AIRPORT REVENUE NOTE, SERIES 2010A, OF THE VILLAGE OF WHEELING, ILLINOIS AND APPROVING A NOTE AGREEMENT IN CONNECTION THEREWITH

**SUBMITTED BY:** Dennis G. Rouleau, C.M. Airport Manager

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:**

This is an ordinance to refinance the original \$3,200,000 note for the RSA property. The original term is going to expire in November of 2010. This new note extends it out for 10 years and amortizing it out over 20 years with the ability to prepay if we're successful in receiving reimbursement funding from the FAA.

**BUDGET<sup>2</sup>:** sufficient funding is available in the new fiscal year budget to make the necessary loan payments

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Note ordinance

**RECOMMENDATION:** To approve

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**



<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AUTHORIZING THE ISSUANCE OF \$3,200,000 AIRPORT REVENUE NOTE, SERIES 2010A, OF THE VILLAGE OF WHEELING, ILLINOIS AND APPROVING A NOTE AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the Village of Wheeling, Illinois (the "Village") is a municipal corporation and a home rule unit of local government of the State of Illinois; and

WHEREAS, the City of Prospect Heights (the "City") is a municipal corporation of the State of Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 Illinois Compiled Statutes 220, to enter into intergovernmental agreements; and

WHEREAS, 620 Illinois Compiled Statutes 20 specifically authorizes intergovernmental cooperation for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the Village and the City have entered into that certain Intergovernmental Agreement dated July 1, 2005 (the "Intergovernmental Agreement"), with respect to the joint establishment and development of the Chicago Executive Airport (the "Airport") and accessory facilities in relation thereto; and

WHEREAS, the Intergovernmental Agreement permits the Village to incur "Revenue Obligations" secured solely by "Airport Revenues" (both as defined in the Intergovernmental Agreement); and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement with the Federal Aviation Administration of the United States of America for the acquisition and development of the Airport and the Airport anticipates receiving federal grant monies in connection therewith (the "Federal Grant Monies"); and

WHEREAS, the Village has heretofore issued its Airport Revenue Notes, Series 2008 (the "Series 2008 Notes") in the original principal amount of \$3,200,000 for the purpose of refinancing its Airport Revenue Notes, Series 2006 that were issued to fund capital improvements at the Airport; and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State of Illinois to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility and the Airport anticipates receiving state grant monies in connection therewith (the "State Grant Monies" and collectively with the Federal Grant Monies, the "Grant Monies"); and

WHEREAS, the Village wishes to issue its notes for the purposes hereinafter provided, such borrowing being for proper public purposes and in the public interest, and the Village by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:



**Section 1. Authority and Purpose.** This ordinance is adopted pursuant to Section 6 and Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Agreement for the purpose of refunding the Series 2008 Notes.

**Section 2. Authorization and Terms of Note.** To meet the estimated cost of refunding the Series 2008 Notes, there is hereby appropriated the sum of \$3,200,000. For the purpose of financing said appropriation, an airport revenue note of the Village is hereby authorized to be issued and sold in an aggregate principal amount of \$3,200,000, and shall be designated "Airport Revenue Note, Series 2010A".

The Series 2010A Note shall be issuable as one note and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of notes. Unless otherwise determined in the order to authenticate the notes, upon the original issuance of the Series 2010A Note it shall be dated as of the date of original issuance (the "Issue Date"). Each note thereafter issued upon any transfer, exchange or replacement of the note shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The Series 2010A Note shall bear interest at the "Applicable Rate" per annum. The Series 2010A Note shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on June 1, 2010 and thereafter on the first business day of each calendar month.

The "Applicable Rate" shall be the fixed rate of 4.17% per annum, through April 30, 2015, and thereafter, the interest rate shall convert to a rate equal to  $(.65 \times \text{Taxable Index}) + .30$ ; provided, however that the Applicable Rate shall never be lower than 4.17% per annum and shall never exceed the maximum interest rate permitted under

the Bond Authorization Act, 30 ILCS 305/2. The term "Taxable Index" means the 5-year U.S. Treasury Bond Rate as published by the U.S. Federal Reserve Bank on the date of determination, plus 4.00%. The Applicable Rate shall be determined on May 1, 2015, provided that if such Adjustment Date is not a Business Day, then on such next preceding business day and shall be in effect until maturity.

Principal on the Series 2010A Notes shall be payable on the first business day of each month, commencing June 1, 2010, in monthly installments of \$13,334.00. The balance of principal due shall be payable on the final maturity date of May 1, 2020. The principal of and the interest on the Series 2010A Note shall be payable in lawful money of the United States of America to the registered owners of record thereof appearing on the registration books maintained by the Village for such purpose at the office of the note registrar, as of the close of business on the 15<sup>th</sup> day of the calendar month next preceding the applicable interest payment date by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the Village and the registered owner.

The Series 2010A Note shall be subject to redemption prior to maturity at the option of the Village, upon the direction of the Airport, and upon notice as herein provided, as a whole, or in part by lot, on any date, at a redemption price equal to the principal amount thereof to be redeemed, plus any accrued interest.

Notice of the redemption of Series 2010A Note shall be mailed not less than 10 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of notes to be redeemed at their last addresses appearing on said registration books. The notes or portions thereof specified in said notice shall become due and

payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the notes or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such notes or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of the Series 2010A Note, the Village shall execute and note registrar shall authenticate and deliver, upon the surrender of such note, without charge to the owner thereof, in exchange for the unredeemed balance of the note so surrendered, notes in the remaining aggregate principal amount following redemption. The note registrar shall not be required to transfer or exchange any note after notice of the redemption of all or a portion thereof has been mailed. The note registrar shall not be required to transfer or exchange any note during a period of five days next preceding the mailing of a notice of redemption which could designate for redemption all or a portion of such note.

**Section 3. Sale and Delivery.** The Series 2010A Note is hereby sold to Northbrook Bank & Trust Company, as purchaser, at a price equal to the par amount thereof.

The Village President, Village Clerk, Village Treasurer and other officials of the Village are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Village each and every thing necessary for the issuance of the Series 2010A Note, including the proper execution and delivery thereof.

**Section 4. Execution and Authentication.** The note shall be executed in the name of the Village by the manual or authorized facsimile signature of its Village President and the corporate seal of the Village, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its Village Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any note shall cease to hold such office before the issuance of the note, such note shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such note had not ceased to hold such office. Any note may be signed, sealed or attested on behalf of the Village by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such note such person may not have held such office. No recourse shall be had for the payment of any notes against any officer who executes or authenticates the notes.

Each note shall bear thereon a certificate of authentication executed manually by the note registrar. No note shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the note registrar.

**Section 5. Transfer, Exchange and Registry.** The Series 2010A Note shall be negotiable, subject to the provisions for registration of transfer contained herein. Each note shall be transferable only upon the registration books maintained by the Village for that purpose at the office of the note registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the note registrar and duly

executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Series 2010A Note, the Village shall execute and the note registrar shall authenticate and deliver a new Series 2010A Note registered in the name of the transferee, of the same aggregate principal amount as the surrendered note.

For every such exchange or registration of transfer of a Series 2010A Note, the Village or the note registrar may make a charge sufficient for the reimbursement for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced notes.

The Village and the note registrar may deem and treat the person in whose name any note shall be registered upon the registration books as the absolute owner of such note, whether such note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid, and neither the Village nor the note registrar shall be affected by any notice to the contrary.

**Section 6. Revenue Obligations.** The notes shall constitute Revenue Obligations, as defined in the Intergovernmental Agreement, payable solely from a first priority lien on the revenues derived from Hangar 5 and Hangar 6, as so designated by the Board, including any casualty or business interruption insurance proceeds relating

thereto (the "Existing Hangar Revenues"), and from a first priority lien on the Grant Monies, which Grant Monies are hereby irrevocably pledged to the repayment of the notes. To the extent to which the Existing Hangar Revenues and Grant Monies are insufficient to pay principal of and interest on the notes when due, there is granted to the holders of the notes a general lien on Other Airport Revenues. Other Airport Revenues are Airport Revenues other than Existing Hangar Revenues, Grant Monies and any hangar revenue with respect to additional hangars to be financed with the proceeds of the Village's Airport Revenue Note, Series 2010B (the "Series 2010B Note"). The general lien on and pledge of Other Airport Revenues shall be on a parity with and of the same priority as any other future obligations, including the Series 2010B Note, incurred by the Village or the City with respect to the Airport and which may be unlimited in amount. The Existing Hangar Revenues, the Other Airport Revenues and the Grant Monies are herein referred to as the "Revenues." The Series 2010A Note, together with interest thereon and redemption premium with respect thereto, are not general obligations of the Village, but are special, limited obligations payable solely from the Revenues and any other moneys pledged therefor. The Series 2010A Note, together with interest thereon and redemption premium with respect thereto, shall not be a debt of the Village, within the meaning of any constitutional or statutory provision. No owner of the Series 2010A Note shall have the right to compel the exercise of the taxing power of the Village, the State of Illinois or any political subdivision thereof to pay any principal of, premium, if any, or interest on the Series 2010A Note. None of the members, officers, officials or employees of the Village, or any persons executing the notes, shall be liable personally on the Series 2010A Note by reason of such execution.

The punctual payment of the principal of and interest on the Series 2010A Note shall be secured equally and ratably by the Revenues without priority by reason of series, number or time of sale or delivery, and the Revenues are hereby irrevocably pledged to the punctual payment of such principal and interest as the same become due.

A statutory mortgage lien pursuant to Section 11-103-15 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, on the Revenues is hereby created with respect to the Airport in favor of the holders of the Series 2010A Notes. Pursuant to Section 13 of the Local Government Debt Reform Act, a pledge of the Revenues derived pursuant to the Note Agreement and of all moneys and securities received, held or set aside or to be held or set aside by the Village under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and redemption price of, and interest on, the Series 2010A Note, subject only to the provisions of this ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this ordinance. This pledge shall be valid and binding from the time when it is made and the Revenues so pledged and then or thereafter received by the Village shall immediately be subject to the lien of such pledge without any physical delivery or further act.

**Section 7. Form of Series 2010A Note.** The Series 2010A Note shall be issued as one fully registered note and shall be in substantially the following form, the blanks to be appropriately completed when the note is printed:

No. 1

United States of America  
State of Illinois  
Counties of Cook and Lake  
VILLAGE OF WHEELING  
AIRPORT REVENUE NOTE, SERIES 2010A

FINAL MATURITY  
DATE

May 1, 2020

DATED DATE

\_\_\_\_\_, 2010

REGISTERED OWNER: Northbrook Bank & Trust Company

PRINCIPAL AMOUNT: Three Million Two Hundred Thousand Dollars (\$3,200,000)

The VILLAGE OF WHEELING, a municipal corporation and a home rule unit of the State of Illinois situate in the Counties of Cook and Lake, acknowledges itself indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, solely from the airport revenues hereinafter described, the principal amount specified above in monthly installments of \$13,334.00 and to pay interest on such principal amount from the date hereof at the Applicable Rate per annum determined as herein provided, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on the first day of each calendar month commencing on June 1, 2010, until the principal amount shall have been paid, to the registered owner of record hereof as of the 15<sup>th</sup> day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the Village and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the Village for such purpose at the office of Village Treasurer, as note registrar or his successor (the "Note Registrar"). This note, as to principal when due, will be payable in lawful money of the



United States of America upon presentation and surrender of this note at the office of the Note Registrar. The principal balance shall be payable on the final maturity date.

The "Applicable Rate" shall be a fixed rate of 4.17% per annum through April 30, 2015, and thereafter, the interest rate shall convert to a rate equal to  $(.65 \times \text{the Taxable Index on such date}) + .30$ ; provided however that the Interest Rate shall never be lower than 4.17% per annum and shall never exceed the maximum interest rate permitted under the Bond Authorization Act, 30 ILCS, 305/2.

Taxable Index means the 5-year U.S. Treasury Bond Rate as published by the U.S. Federal Reserve Bank on the date of determination, plus 4.00%.

This Series 2010A Note (the "Note") is issued in the initial aggregate principal amount of \$3,200,000, which is authorized and issued under and pursuant to Section 6 and Section 10 of Article VII of the Illinois Constitution of 1970, the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, the Intergovernmental Agreement dated July 1, 2005, between the Village and the City of Prospect Heights, Illinois, relating to the Chicago Executive Airport, and under and in accordance with an ordinance adopted by the President and Board of Trustees of the Village on April \_\_, 2010 and entitled: "Ordinance Authorizing the Issuance of \$3,200,000 Airport Revenue Notes, Series 2010A, of the Village of Wheeling, Illinois and Approving a Note Agreement in Connection Therewith" (the "Note Ordinance").

This Series 2010A Note is issued pursuant to and secured by the Note Agreement dated as of April 1, 2010, by and among the Village, the Board of Directors of the Airport and Northbrook Bank & Trust Company. This Series 2010A Note is a limited obligation of the Village payable solely from certain revenues derived from the

operation of the Airport and certain grants expected to be received by the Airport (the "Grant Monies"), all as described in the Note Agreement and the Note Ordinance. A statutory mortgage lien pursuant to Section 11-103-15 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, is created on certain revenues with respect to the Airport in favor of the holders of this Series 2010A Note. The full faith and credit of the Village are not pledged to the payment of the principal of and interest on the Series 2010A Note. The Note does not constitute a direct and general obligation of the Village, and the Village shall not be obligated to levy ad valorem taxes upon any or all the taxable property in the Village for the payment of the Series 2010A Note and the interest thereon.

The Series 2010A Note is subject to redemption prior to maturity at the option of the Village and upon notice as herein provided, as a whole, or in part by lot, on any date, at a redemption price equal to the principal amount thereof to be redeemed, plus any accrued interest.

Notice of the redemption of the Series 2010A Note will be mailed not less than 10 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of notes to be redeemed at their last addresses appearing on such registration books. The Notes or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Note or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual

receipt thereof by any registered owner) then from and after the redemption date interest on such Note or portions thereof shall cease to accrue and become payable.

This Note is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the office of the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered note or notes, of the same aggregate principal amount as this note shall be issued to the transferee in exchange therefor. The Village or the Note Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this note. No other charge shall be made for the privilege of making such transfer or exchange. The Village and the Note Registrar may treat and consider the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Note Registrar.

It is hereby certified, recited and declared that this Note is issued in part pursuant to the Local Government Debt Reform Act, and all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this note in order to make it a legal, valid and binding obligation of the Village have been done, exist and have been performed in regular and due time, form and manner as required by law, and that this Note is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the Village of Wheeling has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Village President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk.

Dated: \_\_\_\_\_, 2010

VILLAGE OF WHEELING

\_\_\_\_\_  
Village President

Attest:

CERTIFICATE OF AUTHENTICATION

This Note is one of the Airport Revenue Notes, Series 2010A, described in the within mentioned Ordinance.

\_\_\_\_\_  
Village Clerk

By \_\_\_\_\_  
Village Treasurer, as Note Registrar

## ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_ the within note and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said note on the books kept for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

Signature Guarantee:

\_\_\_\_\_

**Section 8. Approval of Note Agreement.** The Note Agreement by and between the Village, the Airport Board of Directors and Northbrook Bank & Trust Company, presented at this meeting and attached as Exhibit A hereto, is hereby approved subject to such changes as shall be approved by the Village President. The Village President is hereby authorized and directed to do and perform all acts necessary to accomplish the purposes and comply with the terms of the Note Agreement. The Village President and the Village Clerk are hereby authorized and directed to execute and deliver the Note Agreement.

**Section 9. 2010A Debt Service Account.** All moneys derived pursuant to the Note Agreement which are to be used for the payment of the principal of and interest on the notes shall be deposited in the 2010A Debt Service Account hereby established within the Joint Airport Fund established pursuant to the Intergovernmental Agreement.

If five days prior to any payment date the amount then held in the 2010A Debt Service Account and available to pay the Series 2010A Note shall be less than the amount required for the payment of the interest or principal on the Note due on such interest payment date, then Airport Manager or his designee shall transfer into the 2010A Debt Service Account from any available funds on deposit in the Joint Airport Fund, an amount sufficient to cure such deficiency in the 2010A Debt Service Account.

**Section 10. Application of Proceeds.** The proceeds of sale of the Note shall be applied to provide for the payment of the Village's Airport Revenue Note, Series 2008.

**Section 11. Investment Regulations.** No investment shall be made of any moneys in the 2010A Debt Service Account or any Account in the Joint Airport Fund, except in accordance with the tax covenants set forth in Section 12 of this ordinance.

Any moneys in any Fund or Account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt or, in the alternative, (to the extent permitted under State law) in any tax-exempt obligation, that is not an "investment property" within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986 (the "Code"). The Village Treasurer and agents designated by him are hereby authorized to submit, on behalf of the Village, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

**Section 12. Tax Covenants.** The Village shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any note to become subject to federal income taxes in addition to federal income taxes to which interest on such Series 2010A Note is subject on the date of original issuance thereof.

The Village shall not permit any of the proceeds of the Series 2010A Note, or any facilities financed with such proceeds, to be used in any manner that would cause any note to constitute a "private activity bond" within the meaning of Section 141 of the Code.

The Village shall not permit any of the proceeds of the Series 2010A Note or other moneys to be invested in any manner that would cause any Series 2010A Note to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code.

The Village shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

**Section 13. Bank Qualified Designation.** Pursuant to Section 265(b)(3)(D) of the Code, the Series 2010A Note is deemed designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.

**Section 14. Note Registrar.** The Village covenants that it shall at all times retain a note registrar with respect to the notes, that it will maintain at the designated office of such note registrar a place where notes may be presented for payment and registration of transfer or exchange and that it shall require that the note registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The note registrar shall signify his acceptance of the duties and obligations imposed upon him by this ordinance by executing the certificate of authentication on any note, and by such execution the note registrar shall be deemed to have certified to the Village that he has accepted such duties and obligations not only with respect to the Series 2010A Note so authenticated but with respect to all the Series 2010A Notes. The note registrar is the agent of the Village and shall not be liable in connection with the performance of his duties except for his own negligence or default. The note registrar shall, however, be responsible for any representation in the certificate of authentication on the Series 2010A Notes.

The Village may remove the note registrar at any time. In case at any time the note registrar shall resign or shall be removed or shall become incapable of acting, the



Village covenants and agrees that it will thereupon appoint a successor note registrar. The Village shall mail notice of any such appointment made by it to the registered owner of the Series 2010A Note within twenty days after such appointment.

**Section 15. Defeasance and Payment of Notes.** If the Village shall pay or cause to be paid to the registered owners of the Series 2010A Note, the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the Village to the registered owners and the beneficial owners of the notes shall be discharged and satisfied.

(A) Any notes or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such notes, shall be deemed to have been paid within the meaning of paragraph (A) of this Section if (1) in case the Series 2010A Note or any portion thereof is to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such note for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Series 2010A Note on and prior to the applicable redemption date or maturity date thereof.

(B) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from notes of the Resolution Funding Corporation.

**Section 16. Ordinance to Constitute a Contract.** The President and Board of Trustees hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and all of the recitals are incorporated into this ordinance by reference. The provisions of this ordinance shall constitute a contract between the Village and the registered owner of the Series 2010A Note. This ordinance shall constitute full authority for the issuance of the Series 2010A Note and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Village, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 17. Publication.** The Village Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

**Section 18. Effective Date.** This ordinance shall become effective upon its passage and approval.

Adopted this 19<sup>th</sup> day of April, 2010, by roll call vote as follows:

President Abruscato:\_\_\_\_\_

Trustee Argiris:\_\_\_\_\_

Trustee Brady:\_\_\_\_\_

Trustee Heer:\_\_\_\_\_

Trustee Horcher:\_\_\_\_\_

Trustee Lang:\_\_\_\_\_

Trustee Vogel:\_\_\_\_\_

Approved: April \_\_, 2010

\_\_\_\_\_  
Village President

Published in pamphlet form: April \_\_, 2010

(SEAL)

Attest:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**FORM OF NOTE AGREEMENT**

# VILLAGE OF WHEELING

## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):#13.E-2**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** Thursday, April 18, 2010

**TITLE OF ITEM SUBMITTED:**

ORDINANCE AUTHORIZING THE ISSUANCE OF \$2,300,000 AIRPORT REVENUE NOTE, SERIES 2010B, OF THE VILLAGE OF WHEELING, ILLINOIS AND APPROVING A NOTE AGREEMENT IN CONNECTION THEREWITH

**SUBMITTED BY:** Dennis G. Rouleau, C.M. Airport Manager

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:**

This is an ordinance to refinance the 6 T-hangar buildings in the Northeast Quadrant of the Airport . This note is for 10 years and amortizing it out over 25 years with the ability to prepay. At this point we anticipate being reimbursed \$600,000 with Federal funds once the construction starts and will be eligible for future reimbursement of a \$150,000 each year as long as that funding program remains in place. Currently we have 39 hangars out of 48 reserved with a \$1,000 deposit each.

**BUDGET<sup>2</sup>:** sufficient funding is available in the new fiscal year budget to make the necessary loan payments

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Note ordinance

**RECOMMENDATION:** To approve

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER** 

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AUTHORIZING THE ISSUANCE OF \$2,300,000 AIRPORT REVENUE NOTE, SERIES 2010B, OF THE VILLAGE OF WHEELING, ILLINOIS AND APPROVING A NOTE AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the Village of Wheeling, Illinois (the "Village") is a municipal corporation and a home rule unit of local government of the State of Illinois; and

WHEREAS, the City of Prospect Heights (the "City") is a municipal corporation of the State of Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 Illinois Compiled Statutes 220, to enter into intergovernmental agreements; and

WHEREAS, 620 Illinois Compiled Statutes 20 specifically authorizes intergovernmental cooperation for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the Village and the City have entered into that certain Intergovernmental Agreement dated July 1, 2005 (the "Intergovernmental Agreement"), with respect to the joint establishment and development of the Chicago Executive Airport (the "Airport") and accessory facilities in relation thereto; and

WHEREAS, the Intergovernmental Agreement permits the Village to incur "Revenue Obligations" secured solely by "Airport Revenues" (both as defined in the Intergovernmental Agreement); and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement with the Federal Aviation Administration of the United States of America for the acquisition and development of the Airport and the Airport anticipates receiving federal grant monies in connection therewith (the "Federal Grant Monies"); and

WHEREAS, the Village has heretofore issued its Airport Revenue Notes, Series 2008 (the "Series 2008 Notes") in the original principal amount of \$2,300,000 for the purpose of refinancing its Airport Revenue Notes, Series 2006 that were issued to fund capital improvements at the Airport; and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State of Illinois to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility and the Airport anticipates receiving state grant monies in connection therewith (the "State Grant Monies" and collectively with the Federal Grant Monies, the "Grant Monies"); and

WHEREAS, the Village and the Airport desire to construct new hangars at the Airport (the "Project"); and

WHEREAS, the Village wishes to issue its notes for the purposes hereinafter provided, such borrowing being for proper public purposes and in the public interest, and the Village by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS, AS FOLLOWS:

**Section 1. Authority and Purpose.** This ordinance is adopted pursuant to Section 6 and Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Agreement for the purpose of issuing the Series 2010B Note to finance the Project.

**Section 2. Authorization and Terms of Note.** To meet part of the estimated costs of the Project, there is hereby appropriated up to \$2,300,000. For the purpose of financing said appropriation, an airport revenue note of the Village is hereby authorized to be issued and sold in an aggregate principal amount of up to \$2,300,000, and shall be designated "Airport Revenue Note, Series 2010B".

The Series 2010B Note shall be issuable as one note and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of notes. Unless otherwise determined in the order to authenticate the notes, upon the original issuance of the Series 2010B Note it shall be dated as of the date of original issuance (the "Issue Date"). Each note thereafter issued upon any transfer, exchange or replacement of the note shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The Series 2010B Note shall bear interest at the "Applicable Rate" per annum. The Series 2010B Note shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on June 1, 2010 and thereafter on the first business day of each calendar month.

The "Applicable Rate" shall be the fixed rate of 4.17% per annum through April 30, 2015, and thereafter, the interest rate shall convert to a rate equal to  $(.65 \times \text{Taxable Index}) + .30$ ; provided, however that the Applicable Rate shall never be lower than



4.17% per annum and shall never exceed the maximum interest rate permitted under the Bond Authorization Act, 30 ILCS 305/2. The term "Taxable Index" means the 5-year U.S. Treasury Bond Rate as published by the U.S. Federal Reserve Bank on the date of determination, plus 4.00%. The Applicable Rate shall be determined on May 1, 2015, provided that if such Adjustment Date is not a Business Day, then on such next preceding business day and shall be in effect until maturity.

Principal on the Series 2010B Notes shall be payable on the first business day of each month, commencing June 1, 2011, in monthly installments of \$7,667.00. The balance of the unpaid principal on the Series 2010B Note shall be payable on May 1, 2020. The principal of and the interest on the Series 2010B Note shall be payable in lawful money of the United States of America to the registered owners of record thereof appearing on the registration books maintained by the Village for such purpose at the office of the note registrar, as of the close of business on the 15<sup>th</sup> day of the calendar month next preceding the applicable interest payment date by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the Village and the registered owner.

The Series 2010B Note shall be subject to redemption prior to maturity at the option of the Village, upon the direction of the Airport, and upon notice as herein provided, as a whole, or in part by lot, on any date, at a redemption price equal to the principal amount thereof to be redeemed, plus any accrued interest.

Notice of the redemption of Series 2010B Note shall be mailed not less than 10 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of notes to be redeemed at their last addresses appearing on said registration

books. The notes or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the notes or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such notes or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of the Series 2010B Note, the Village shall execute and note registrar shall authenticate and deliver, upon the surrender of such note, without charge to the owner thereof, in exchange for the unredeemed balance of the note so surrendered, notes in the remaining aggregate principal amount following redemption. The note registrar shall not be required to transfer or exchange any note after notice of the redemption of all or a portion thereof has been mailed. The note registrar shall not be required to transfer or exchange any note during a period of five days next preceding the mailing of a notice of redemption which could designate for redemption all or a portion of such note.

**Section 3. Sale and Delivery.** The Series 2010B Note is hereby sold to Northbrook Bank & Trust Company, as purchaser, at a price equal to the par amount thereof, payable in accordance with the Series 2010B Note Agreement.

The Village President, Village Clerk, Village Treasurer and other officials of the Village are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Village each and every thing necessary for the issuance of the Series 2010B Note, including the proper execution and delivery thereof.

**Section 4. Execution and Authentication.** The note shall be executed in the name of the Village by the manual or authorized facsimile signature of its Village President and the corporate seal of the Village, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its Village Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any note shall cease to hold such office before the issuance of the note, such note shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such note had not ceased to hold such office. Any note may be signed, sealed or attested on behalf of the Village by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such note such person may not have held such office. No recourse shall be had for the payment of any notes against any officer who executes or authenticates the notes.

Each note shall bear thereon a certificate of authentication executed manually by the note registrar. No note shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the note registrar.

**Section 5. Transfer, Exchange and Registry.** The Series 2010B Note shall be negotiable, subject to the provisions for registration of transfer contained herein. Each note shall be transferable only upon the registration books maintained by the Village for that purpose at the office of the note registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the note registrar and duly

executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Series 2010B Note, the Village shall execute and the note registrar shall authenticate and deliver a new Series 2010B Note registered in the name of the transferee, of the same aggregate principal amount as the surrendered note.

For every such exchange or registration of transfer of a Series 2010B Note, the Village or the note registrar may make a charge sufficient for the reimbursement for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced notes.

The Village and the note registrar may deem and treat the person in whose name any note shall be registered upon the registration books as the absolute owner of such note, whether such note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid, and neither the Village nor the note registrar shall be affected by any notice to the contrary.

**Section 6. Revenue Obligations.** The notes shall constitute Revenue Obligations, as defined in the Intergovernmental Agreement, payable solely from a first priority lien on the revenues derived from the new hangars financed by the proceeds of the Series 2010B Note, including any casualty or business interruption insurance

proceeds relating thereto (the "New Hangar Revenues"). To the extent to which the New Hangar Revenues are insufficient to pay principal of and interest on the Series 2010B Note when due, there is granted to the holders of the notes a general lien on Other Airport Revenues. Other Airport Revenues are Airport Revenues other than New Hangar Revenues, Grant Monies and any hangar revenue derived from Hangar 5 and Hangar 6. The general lien on and pledge of Other Airport Revenues shall be on a parity with and of the same priority as any other future obligations, including the Village's Airport Revenue Note, Series 2010A, incurred by the Village or the City with respect to the Airport and which may be unlimited in amount. The New Hangar Revenues and the Other Airport Revenues are herein referred to as the "Revenues." The Series 2010B Note, together with interest thereon and redemption premium with respect thereto, are not general obligations of the Village, but are special, limited obligations payable solely from the Revenues and any other moneys pledged therefor. The Series 2010B Note, together with interest thereon and redemption premium with respect thereto, shall not be a debt of the Village, within the meaning of any constitutional or statutory provision. No owner of the Series 2010B Note shall have the right to compel the exercise of the taxing power of the Village, the State of Illinois or any political subdivision thereof to pay any principal of, premium, if any, or interest on the Series 2010B Note. None of the members, officers, officials or employees of the Village, or any persons executing the notes, shall be liable personally on the Series 2010B Note by reason of such execution.

The punctual payment of the principal of and interest on the Series 2010B Note shall be secured equally and ratably by the Revenues without priority by reason of series, number or time of sale or delivery, and the Revenues are hereby irrevocably

pledged to the punctual payment of such principal and interest as the same become due.

A statutory mortgage lien pursuant to Section 11-103-15 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, on the Revenues is hereby created with respect to the Airport in favor of the holders of the Series 2010B Notes. Pursuant to Section 13 of the Local Government Debt Reform Act, a pledge of the Revenues derived pursuant to the Series 2010B Note Agreement and of all moneys and securities received, held or set aside or to be held or set aside by the Village under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and redemption price of, and interest on, the Series 2010B Note, subject only to the provisions of this ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this ordinance. This pledge shall be valid and binding from the time when it is made and the Revenues so pledged and then or thereafter received by the Village shall immediately be subject to the lien of such pledge without any physical delivery or further act.

**Section 7. Form of Series 2010B Note.** The Series 2010B Note shall be issued as one fully registered note and shall be in substantially the following form, the blanks to be appropriately completed when the note is printed:

No. 1

United States of America  
State of Illinois  
Counties of Cook and Lake  
VILLAGE OF WHEELING  
AIRPORT REVENUE NOTE, SERIES 2010B

FINAL MATURITY  
DATE

May 1, 2020

DATED DATE

\_\_\_\_\_, 2010

REGISTERED OWNER: Northbrook Bank & Trust Company

PRINCIPAL AMOUNT: Not to exceed Two Million Three Hundred Thousand Dollars  
(\$2,300,000) (but only so much as shall have been drawn hereunder, as provided  
below)

The VILLAGE OF WHEELING, a municipal corporation and a home rule unit of the State of Illinois situate in the Counties of Cook and Lake, acknowledges itself indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, solely from the airport revenues hereinafter described, the principal amount specified above and so drawn in monthly installments on the first business day of each month of \$7,667.00 commencing June 1, 2011, and to pay interest on such principal amount from the date hereof at the Applicable Rate per annum determined as herein provided, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on the first business day of each calendar month commencing on June 1, 2010, until the principal amount shall have been paid, to the registered owner of record hereof as of the 15<sup>th</sup> day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the Village and the registered owner, or otherwise by check or draft mailed to the registered owner at the

address of such owner appearing on the registration books maintained by the Village for such purpose at the office of Village Treasurer, as note registrar or his successor (the "Note Registrar"). The balance of any principal due hereunder shall be payable on the Final Maturity Date. This Note, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this note at the office of the Note Registrar.

The "Applicable Rate" shall be a fixed rate of 4.17% per annum through April 30, 2015, and thereafter, the interest rate shall convert to a rate equal to  $(.65 \times \text{the Taxable Index on such date}) + .30$ ; provided however that the Interest Rate shall never be lower than 4.17% per annum and shall never exceed the maximum interest rate permitted under the Bond Authorization Act, 30 ILCS, 305/2.

Taxable Index means the 5-year U.S. Treasury Bond Rate as published by the U.S. Federal Reserve Bank on the date of determination, plus 4.00%.

This Series 2010B Note (the "Note") is issued in an amount up to an aggregate principal amount of \$2,300,000, which is authorized and issuable under and pursuant to Section 6 and Section 10 of Article VII of the Illinois Constitution of 1970, the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, the Intergovernmental Agreement dated July 1, 2005, between the Village and the City of Prospect Heights, Illinois, relating to the Chicago Executive Airport, and under and in accordance with an ordinance adopted by the President and Board of Trustees of the Village on April \_\_, 2010 and entitled: "Ordinance Authorizing the Issuance of \$2,300,000 Airport Revenue Notes, Series 2010B, of the Village of Wheeling, Illinois and Approving a Note Agreement in Connection Therewith" (the "Note Ordinance"). The principal amount evidenced by this



Note may be drawn upon by the Village in accordance with the Series 2010B Note Agreement dated as of April 1, 2010, among the Village, the Airport and the Registered Owner hereof (the "Series 2010B Note Agreement").

This Series 2010B Note is issued pursuant to and secured by the Series 2010B Note Agreement. This Series 2010B Note is a limited obligation of the Village payable solely from certain revenues derived from the operation of the Airport, all as described in the Series 2010B Note Agreement and the Note Ordinance. A statutory mortgage lien pursuant to Section 11-103-15 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, is created on certain revenues with respect to the Airport in favor of the holder of this Series 2010B Note. The full faith and credit of the Village are not pledged to the payment of the principal of and interest on the Series 2010B Note. The Series 2010B Note does not constitute a direct and general obligation of the Village, and the Village shall not be obligated to levy ad valorem taxes upon any or all the taxable property in the Village for the payment of the Series 2010B Note and the interest thereon.

The Series 2010B Note is subject to redemption prior to maturity at the option of the Village and upon notice as herein provided, as a whole, or in part by lot, on any date, at a redemption price equal to the principal amount thereof to be redeemed, plus any accrued interest.

Notice of the redemption of the Series 2010B Note will be mailed not less than 10 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of notes to be redeemed at their last addresses appearing on such registration books. The Series 2010B Note or a portion thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date

therein designated, and if, on the redemption date, moneys for payment of the redemption price of the Series 2010B Note or a portion thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Series 2010B Note or a portions thereof shall cease to accrue and become payable.

This Series 2010B Note is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the office of the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered note or notes, of the same aggregate principal amount as this note shall be issued to the transferee in exchange therefor. The Village or the Note Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this note. No other charge shall be made for the privilege of making such transfer or exchange. The Village and the Note Registrar may treat and consider the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This Series 2010B Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Note Registrar.

It is hereby certified, recited and declared that this Note is issued in part pursuant to the Local Government Debt Reform Act, and all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this note in order to make it a legal, valid and binding obligation of the Village have been done, exist and have been performed in regular and due time, form and manner as required by law, and that this Series 2010B Note, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the Village of Wheeling has caused this Series 2010B Note to be executed in its name and on its behalf by the manual or facsimile signature of its Village President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk.

Dated: \_\_\_\_\_, 2010

VILLAGE OF WHEELING

\_\_\_\_\_  
Village President

Attest:

CERTIFICATE OF AUTHENTICATION

This Note is one of the Airport Revenue Notes, Series 2010B, described in the within mentioned Ordinance.

\_\_\_\_\_  
Village Clerk

By \_\_\_\_\_  
Village Treasurer, as Note Registrar

## ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_

the within note and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_

attorney to transfer the said note on the books kept for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature Guarantee:

\_\_\_\_\_

**Section 8. Approval of Note Agreement.** The Series 2010B Note Agreement by and between the Village, the Airport Board of Directors and Northbrook Bank & Trust Company, presented at this meeting and attached as Exhibit A hereto, is hereby approved subject to such changes as shall be approved by the Village President. The Village President is hereby authorized and directed to do and perform all acts necessary to accomplish the purposes and comply with the terms of the Note Agreement. The Village President and the Village Clerk are hereby authorized and directed to execute and deliver the Note Agreement.

**Section 9. 2010B Debt Service Account.** All moneys derived pursuant to the Note Agreement which are to be used for the payment of the principal of and interest on the Series 2010B Note shall be deposited in the 2010B Debt Service Account hereby established within the Joint Airport Fund established pursuant to the Intergovernmental Agreement.

If five days prior to any payment date the amount then held in the 2010B Debt Service Account and available to pay the Series 2010B Note shall be less than the amount required for the payment of the interest or principal on the Note due on such interest payment date, then Airport Manager or his designee shall transfer into the 2010B Debt Service Account from any available funds on deposit in the Joint Airport Fund, an amount sufficient to cure such deficiency in the 2010B Debt Service Account.

**Section 10. Application of Proceeds.** The proceeds of sale of the Series 2010B Note shall be applied to provide for the payment of the costs of the Project and shall be paid to the Airport Board of directors in accordance with the terms of the Series 2010B Note Agreement.

**Section 11. Investment Regulations.** No investment shall be made of any moneys in the 2010B Debt Service Account or any Account in the Joint Airport Fund, except in accordance with the tax covenants set forth in Section 12 of this ordinance.

Any moneys in any Fund or Account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt or, in the alternative, (to the extent permitted under State law) in any tax-exempt obligation, that is not an "investment property" within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986 (the "Code"). The Village Treasurer and agents designated by him are hereby authorized to submit, on behalf of the Village, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

**Section 12. Tax Covenants.** The Village shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any note to become subject to federal income taxes in addition to federal income taxes to which interest on such Series 2010B Note is subject on the date of original issuance thereof.

The Village shall not permit any of the proceeds of the Series 2010B Note, or any facilities financed with such proceeds, to be used in any manner that would cause any note to constitute a "private activity bond" within the meaning of Section 141 of the Code.

The Village shall not permit any of the proceeds of the Series 2010B Note or other moneys to be invested in any manner that would cause any Series 2010B Note to

constitute an “arbitrage bond” within the meaning of Section 148 of the Code or a “hedge bond” within the meaning of Section 149(g) of the Code.

The Village shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

**Section 13. Bank Qualified Designation.** Pursuant to Section 265(b)(3)(D) of the Code, the Series 2010B Note is deemed designated as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Code.

**Section 14. Note Registrar.** The Village covenants that it shall at all times retain a note registrar with respect to the notes, that it will maintain at the designated office of such note registrar a place where notes may be presented for payment and registration of transfer or exchange and that it shall require that the note registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The note registrar shall signify his acceptance of the duties and obligations imposed upon him by this ordinance by executing the certificate of authentication on any note, and by such execution the note registrar shall be deemed to have certified to the Village that he has accepted such duties and obligations not only with respect to the Series 2010B Note so authenticated but with respect to all the Series 2010B Notes. The note registrar is the agent of the Village and shall not be liable in connection with the performance of his duties except for his own negligence or default. The note registrar shall, however, be responsible for any representation in the certificate of authentication on the Series 2010B Notes.

The Village may remove the note registrar at any time. In case at any time the note registrar shall resign or shall be removed or shall become incapable of acting, the Village covenants and agrees that it will thereupon appoint a successor note registrar. The Village shall mail notice of any such appointment made by it to the registered owner of the Series 2010B Note within twenty days after such appointment.

**Section 15. Defeasance and Payment of Notes.** If the Village shall pay or cause to be paid to the registered owners of the Series 2010B Note, the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the Village to the registered owners and the beneficial owners of the notes shall be discharged and satisfied.

(A) Any notes or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such notes, shall be deemed to have been paid within the meaning of paragraph (A) of this Section if (1) in case the Series 2010B Note or any portion thereof is to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such note for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of,



redemption premium, if any, and interest due and to become due on said Series 2010B Note on and prior to the applicable redemption date or maturity date thereof.

(B) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from notes of the Resolution Funding Corporation.

**Section 16. Ordinance to Constitute a Contract.** The President and Board of Trustees hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and all of the recitals are incorporated into this ordinance by reference. The provisions of this ordinance shall constitute a contract between the Village and the registered owner of the Series 2010B Note. This ordinance shall constitute full authority for the issuance of the Series 2010B Note and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Village, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 17. Publication.** The Village Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

**Section 18. Effective Date.** This ordinance shall become effective upon its passage and approval.

Adopted this 19<sup>th</sup> day of April, 2010, by roll call vote as follows:

President Abruscato:\_\_\_\_\_

Trustee Argiris:\_\_\_\_\_

Trustee Brady:\_\_\_\_\_

Trustee Heer:\_\_\_\_\_

Trustee Horcher:\_\_\_\_\_

Trustee Lang:\_\_\_\_\_

Trustee Vogel:\_\_\_\_\_

Approved: April \_\_, 2010

\_\_\_\_\_  
Village President

Published in pamphlet form: April \_\_, 2010

(SEAL)

Attest:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**FORM OF NOTE AGREEMENT**